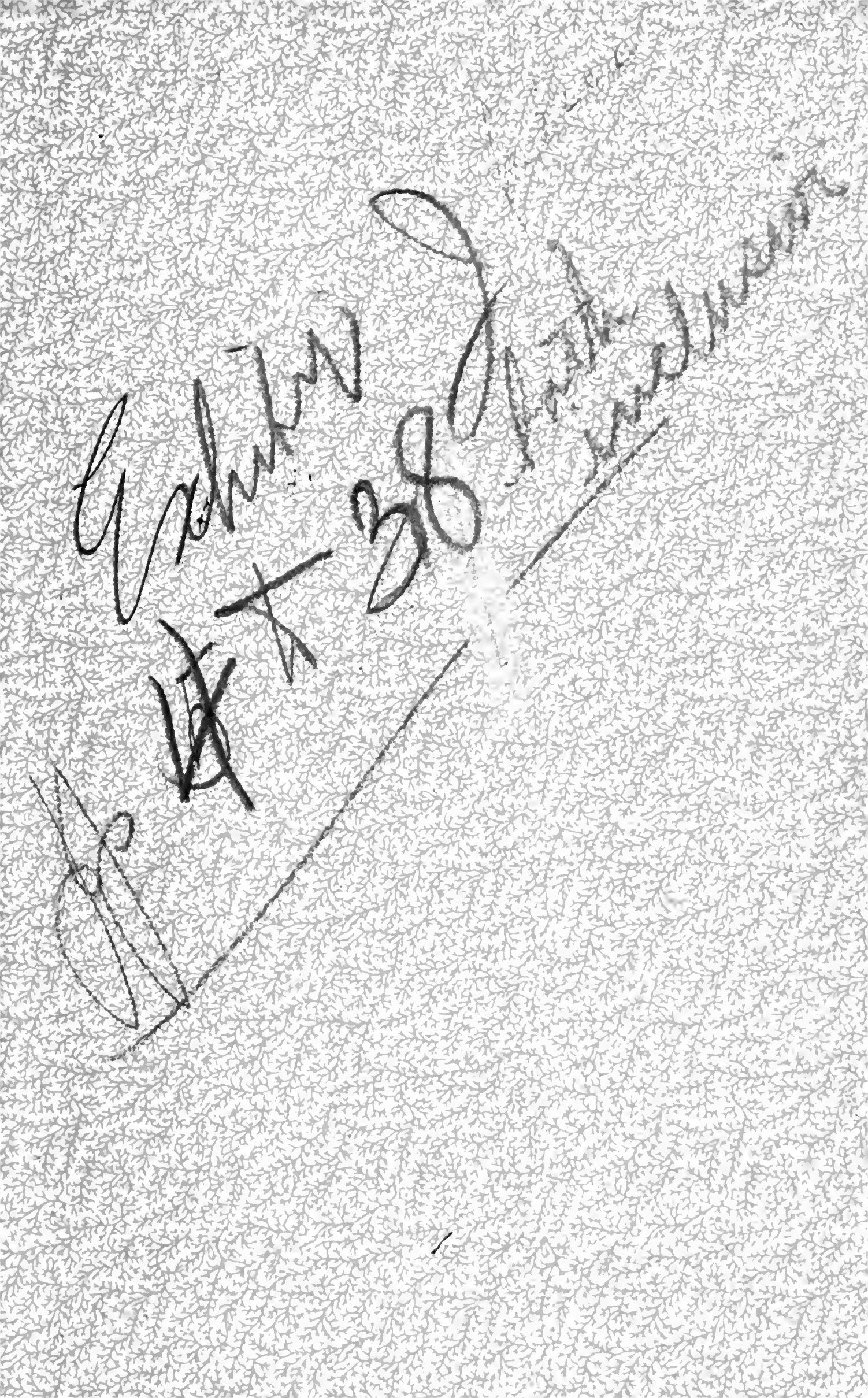
HAND BOOK

OF THE

NEW YORK FIRE INSURANCE EXCHANGE

JULY, 1910



HAND BOOK

OF THE

NEW YORK FIRE INSURANCE EXCHANGE

CONTAINING

THE AGREEMENT, LIST OF MEMBERS, GENERAL RULES AND RATES, CLAUSES AND PRIVILEGES, FORMS AND GENERAL MINIMUM RATES

FOURTH EDITION

COMPILED AND REVISED TO JULY, 1910

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ORDER OF ARRANGEMENT.

The Order of Arrangement by Sections in this Book is as follows:

AGREEMENT UNDER WHICH EXCHANGE IS ORGANIZED.
LIST OF SUBSCRIBERS TO THE AGREEMENT.
LIST OF COMPANIES REPRESENTED BY MEMBERS AND AGENTS.
BROKER'S PLEDGES.
GENERAL RULES AND RATES.
CLAUSES AND PRIVILEGES.
FORMS.
REQUIREMENTS IN CORRECTION OF DEFICIENCIES.
GENERAL MINIMUM RATES.

RULINGS in the Agreement Section are indicated by being printed in HEAVY-FACE TYPE; in other parts of the book by having the subject printed in HEAVY-FACE TYPE; and the authority making them is indicated as follows:

A. C.	FOR	ARBITRATION	COMMITTEE.
B. C.	"	BROKERAGE	"
E. C.	"	EXECUTIVE	"
R. C.	"	RATE	"
S. W. C.	"	STORAGE WAREHOUSE COMMITTEE.	
M.	"	MANAGER.	

And when a date only is given it indicates that it is a vote of the Exchange.

The number of the Circular on which the ruling or vote was promulgated precedes the authority making it.

NEW YORK FIRE INSURANCE EXCHANGE.

AGREEMENT

UNDER WHICH ORGANIZATION WAS EFFECTED MARCH 8th, 1899.

Section 1.

Preamble

Whereas, the association of underwriters for mutual counsel and comparison of experience is necessary for the determination of adequate and just rates of premium, the economical conduct of the business, the prompt and equitable adjustment of losses, the ascertainment of proper and safe methods of construction of buildings, and the prevention and extinction of fires; and whereas, such an association of underwriters is in the mutual interest of the underwriter and the property owner; therefore,

Objects of Association

Section 2.

Name adopted

In pursuance of Section 21* of the By-Laws of the New York Board of Fire Underwriters, the subscribers hereto, by our signatures, affirm our support and membership in the New York Fire Insurance Exchange. We agree to submit any doubtful questions as to rates, rules, commission or brokerage that may arise under this Agreement to the Committee on Arbitration or Grievances, hereinafter provided for, and we bind ourselves to abide by their decision, whatever it may be, subject to appeal to the Exchange as hereinafter provided, to the end that harmony and goodfellowship may continually prevail.

Subjects of Submission to Arbitration Committee

Decisions to be abided by

*Now Article V of By-laws, adopted Feb. 21, 1906.

When a member calls the attention of another member to an error under the rules in a policy issued by such other member, the member at fault shall correct or cancel such policy within ten days, and failure to either correct or cancel the policy within the time specified will be regarded as a wilful violation of the rules of the Exchange. Circ. 102, A. C. 12-21-99.

Section 3.

Composition of Membership

This Exchange shall be composed of officers of local companies and managers and agents of out-of-town companies having jurisdiction over the Metropolitan District, and in fixing the number of Agencies and Branch Offices each local company, each manager, and each Metropolitan agent shall be placed upon the same footing. While the membership and obligation are personal, the signature of an officer of each out-of-town company to the Agreement shall be required.

The privilege of membership to any person who is at the same time an officer or employee of, or shares an office accommodation with, a Company not a member of the Exchange, is against the spirit and letter of the Agreement, and such person or the Company he represents is ineligible to membership. Circ. 301-12-11-01.

Section 4.

Officers Elected Annually

(a) Its officers shall consist of a President, a Vice President, and a Secretary, who shall also act as Treasurer. Such officers shall be elected by ballot, annually, by a plurality vote of all the members present and voting. The Treasurer shall furnish a bond for the faithful performance of duty, and the Exchange shall fix the place of deposit for funds. The officers of the Exchange shall be *ex officio* members of all Standing Committees. A person who is not a member of the Exchange may be elected Secretary and Treasurer, in which case he shall not be an *ex officio* member of any committee.

Nominating Committee to be appointed

(b) It shall be the duty of the President at least two weeks previous to the annual meeting to appoint a Nominating Committee consisting of seven members, three members representing Local Companies, two representing Agency Companies, and two representing

Foreign Companies, who shall nominate a ticket for the ensuing year, and such nominations shall be published to members at least one week previous to the annual meeting.

Section 5.

Manager and Employees

The Exchange shall elect a Manager and such assistants and pay them such salaries as the Executive Committee shall recommend and the Exchange approve by a ninety per cent vote of the members present and voting at a meeting regularly called.

Section 6.

Meetings

(a) Meetings of the Exchange shall be held at such times as the Executive Committee shall direct or may be called by the President at the written request of any five members. Regular Meetings shall be held on the Second Wednesday of each month; the meeting in March shall be considered the Annual Meeting.

Order of Business

(b) At all regular meetings the order of business shall be as follows: 1. Calling the roll. 2. Reading the minutes. 3. Reports of standing committees in following order: Arbitration, Brokerage, Executive, Rate. 4. Reports of special committees. 5. Unfinished business. 6. New business.

Fine for Failure to Attend Meetings

(c) Any member failing to attend any regularly called meeting, either personally or by qualified representative, shall pay into the treasury of the Exchange for each such meeting at which such member is not represented the sum of One Dollar, which shall be applied toward defraying the expenses of the Exchange. In the case of a member not having an office or representative in New York, no fines shall be imposed for non-attendance at meetings.

Where a member is represented by an agent who is also a member, the Company Member shall notify the Manager in writing as to whether the Company itself or its agent shall answer to the roll call, be subject to fine for absence, and exercise the privilege of voting. The vote of the member so indicated shall be binding upon the Company represented for the whole of the territory covered by the Exchange. **12-11-01.**

Section 7.

Quorum

One-third of the members of the Exchange shall constitute a quorum for the transaction of business.

Section 8.

Assessment for Expenses

Each member shall be required, at such times as the Executive Committee may fix upon, to file with the Treasurer a sworn statement of the gross premiums written in the territory of this Exchange by each Company, separately, represented by such member for the time specified by the Executive Committee, and the Executive Committee shall then recommend to the Exchange the percentage assessment on such gross premiums required for the maintenance of the Exchange; and upon the adoption of such assessment resolution by a ninety per cent vote of the members present and voting at a meeting regularly called, the same shall be binding on all members, who shall forthwith remit to the Treasurer the amount due from each member or company.

Section 9.

Executive Committee and Committee on Rates Composed of

Shall be changed Bi-Monthly

Chairman

(a) There shall be an Executive Committee and a Committee on Rates, which Committees shall consist of seven each. Such Committees shall be uniformly composed of three members representing Local Companies, two representing Agency Companies and two representing Foreign Companies. The Committees shall change bi-monthly, by the retirement each two months of one member, whose place shall be filled by the member next in order on an alphabetical list of membership. The retiring member each two months shall be the one who has served longest on the Committee, and his successor shall be chosen from the class of companies, Local, Agency or Foreign, to which the retiring member belongs. The Chairman of the Committee shall be the member who has served longest upon it. The concurrence of four members of a Committee shall be necessary to a finding in any matter coming before them.

Brokerage Committee Composed of

(b) There shall be a Brokerage Committee, consisting of seven members, composed uniformly of three representing Local Companies,

two representing Foreign Companies and two representing Agency Companies, and the membership of the Committee shall change bimonthly by the retirement each two months of one member, whose place shall be filled by the member next in order on an alphabetical list of membership. The retiring member each two months shall be the one who has served longest on the Committee, and his successor shall be chosen from the class of companies, Local, Agency or Foreign, to which the retiring member belongs. The Chairman shall be the member who has been longest on the Committee. It shall be the duty of such Committee to issue a Broker's Certificate to an applicant duly qualified to receive such Certificate, and no brokerage shall be paid to any person not so certified. The Brokerage Committee shall secure information in regard to applicants from all available sources and shall be authorized to receive complaints against holders of Certificates or applicants from any party presenting such complaints. They shall before issuing a Broker's Certificate receive from the Broker a signed agreement to abide by the rules herein provided. The concurrence of five members of the Committee shall be necessary for a decision revoking any Broker's Certificate, and the concurrence of four members shall be necessary to a finding in all other matters coming before them.

Terms of Office

Chairman

To Certify Applicants upon Information Obtained

Shall secure Information

Broker to Sign an Agreement

(c) No Certificate shall be issued to any clerk or employee of the assured (other than a Certified Broker), nor shall any person be certified as a Broker who handles insurance for only one person or firm or individual members of such firm. Certified Brokers shall pledge themselves to receive no higher rate of brokerage from companies or agents not members of the Exchange than the rate permitted by the rules of this Exchange.

Clerks or Employees of Assured not Eligible

Pledge required

(d) The Brokerage Committee shall revoke the Certificate of any Broker who is proved to have violated his Pledge or Agreement to this Exchange, after giving him an opportunity to be heard in his defense. Such Broker shall have the right of appeal to the Arbitration or Grievance Committee, whose decision shall be final, such appeal to be made within ten days from the date of mailing a registered letter to the Broker giving notice of the action of the Brokerage Committee in revoking the Certifi-

Certificates to be Revoked

Right of Appeal

cate. Any Broker whose Certificate has been so revoked shall not be eligible to receive a new Certificate except on the recommendation of the Brokerage Committee and a vote of ninety per cent of the members of the Exchange present and voting at a meeting regularly called.

Failure to Renew Certificate in Season

When a Broker fails to renew his Certificate in season, thereby causing his name to be withdrawn from the list, and subsequently within six months asks for a renewal, such renewal shall not be granted unless, in addition to the regular charge for a Certificate, the sum of $3.00 is paid to cover cost of withdrawing and re-instating such Broker's name.

Circ. 355-4-9-02.

Notice to all of Changes in Committees

(e) At the time of creating any committee or filling any vacancy, the names of the committeemen shall at once be communicated to all the members.

Section 10.

Arbitration or Grievance Committee Composed of

(a) There shall be an Arbitration or Grievance Committee, consisting of seven members, which shall be uniformly composed of three members representing Local Companies, two representing Agency Companies and two representing Foreign Companies, and the membership of the Committee shall change bimonthly by the retirement each two months of one member, whose place shall be filled by the member next in order on an alphabetical list of membership. The retiring member each two months shall be the one who has served the longest on the Committee, and his successor shall be chosen from the class of companies, Local, Agency or Foreign, to which the retiring member belongs. The Chairman shall be the member who has been longest on the Committee. The concurrence of five members of the Committee shall be necessary for a decision affecting or interpreting the Agreement or any rule adopted by the Exchange, and the concurrence of four members shall be necessary to a finding in all other matters coming before them.

Terms of Office

Alphabetical Retirement

Chairman

An Accused Member of Committee shall not Serve

(b) In case of a charge being brought against any member or employee of any member, if the accused member or accuser shall happen at the time of such charge to be a member of the Committee, such accused mem-

ber or accuser shall not serve on the Committee while his own case is being adjudicated, but if the accused member shall be found guilty of a wilful violation of any rule or rate he shall retire from the Committee until he has been again elected to serve thereon.

Certificate to be Mailed each Director of a Local Company in Violation

(c) If any local company, member of the Exchange, shall be charged with a wilful violation of any rule or rate, and after investigation such charges shall be sustained by a vote of not less than five of the seven members of the Arbitration or Grievance Committee and confirmed by a ninety per cent vote of those present and voting at any meeting of the Exchange regularly called, a certificate setting forth such finding shall be forthwith mailed to each Director of such company.

Certificate to be Mailed to President or General Manager of an Outside Company in Violation

(d) If any agent or manager of a company having its home office outside of the City of New York shall be charged with a wilful violation of any rule or rate, and after investigation such charge shall be sustained by a vote of not less than five of the seven members of the Arbitration or Grievance Committee and confirmed by a ninety per cent vote of those present and voting at any meeting of the Exchange regularly called, a certificate setting forth such findings shall be forthwith mailed to the President or the General Manager of the Company at its home office.

Section 11.

Power to Examine Books and under Oath

(a) The Arbitration or Grievance Committee shall have power to examine the books of any office, Agency or Branch Office, and also to examine under oath any person or persons connected with such office, Agency or Branch Office; such power to be exercised upon a majority vote of the Committee after a complaint made, or upon the Committee's own initiative if so voted unanimously by its members.

Shall employ Accountant or Auditor

The Committee shall, when necessary or desirable, employ a professional accountant or auditor, who shall have power to examine the books of any office, Agency or Branch Office alleged to have deviated, when directed so to do by the Committee.

Refusal to reply an Admission of Truth

The refusal of any member to testify to any question pertinent to the complaint, or his refusal to submit to the examination ordered by the Arbitration or Grievance Committee, shall be

deemed an admission of the truth of the charge under investigation.

Fines

(b) The Arbitration or Grievance Committee may impose penalty or fines not exceeding $100 for any one violation of rule or rate, and (or) require that the member found in violation shall cancel his policy or policies, and (or) that the member shall remain off the risk for the term of one year thereafter, in which case the member shall not be permitted to participate in the risk for such period either directly or by way of reinsurance.

Any ruling or request put out by the Manager's office calling for the correction or cancellation of policies must be complied with, or an appeal entered therefrom, within fifteen days, and advice shall be given within that time to the Manager of the course intended to be pursued; and for each and every day of delay after fifteen days from the issuance of such ruling or request, a fine of $1.00 will be imposed. Circ. 325, A. C. 2-10-02.

In matter of fine for violations members are liable upon the basis of the insurance written by them, and may not reduce the same by taking credit for reinsurance. The member who accepts the business is responsible for its being in accordance with rules and rates and for any penalties that may result from violations. Circ. 673, A. C. 10-24-04.

The responsibility for obtaining correct rate for a minimum rated risk rests with the member accepting same; and the attachment of certain warranties to a policy, or the showing made by the map, do not relieve members from the penalties of violation in case such a risk is subsequently shown to be written at a rate lower than that required by the rules. Circ. 632, A. C. 6-1-04.

No Brokerage or Commission to be Allowed under Certain Conditions

When the Arbitration or Grievance Committee has ordered a policy or policies to be cancelled in consequence of having adjudged a member of the Exchange, or an Agent who is not a member but holds a Broker's Certificate, guilty of an infraction of the rules of the Exchange, then such member or Agent shall not be allowed to receive any commission or brokerage for the placing of such risk during the term for which the member is himself ordered to keep off of such risk, and in addition, if the gravity of the offense warrant it, the facts connected with the case shall be at

once communicated to the Brokerage Committee, that they may revoke the right of such member or Agent to receive any commission or brokerage on any business for such time as they may deem fit. Circ. 304-12-11-01.

When in consequence of deviation or violation any member has been directed by the Arbitration Committee to cancel a policy and remain off the risk for one year, such risk may not be re-written by such member in any company represented in the office of such member. Circ. 885, A. C. 3-18-07.

When in consequence of deviation or violation any Member has been directed by the Arbitration Committee or by the Exchange to cancel a policy written through a Branch Manager or Agency representing such Member and to remain off the risk for one year, the risk in question shall not be written by or through any other Member represented by such Branch Manager or Agent during the stated term of one year. Circ. 455, A. C. 1-21-03.

Appeals

(c) Appeal from the decision of the Committee may be made at any meeting regularly called, notice of such appeal having been previously given to each member of the Exchange, and the finding shall be confirmed unless a majority of those present shall vote otherwise.

Charges against a Fellow Member

(d) In case any member shall report the dereliction of any other member coming to his knowledge, it shall be optional with him to make a charge in writing, over his own signature, to the Arbitration or Grievance Committee; or he may, in preferring charges, first submit the actual or supposed facts to two or more members, who shall, if they are thought by them to be sufficiently reasonable and clearly warranted, unite with him in making the charges, which must be in writing; the members so uniting in the charges may report to any one member of the Grievance Committee, who shall not in any way, directly or indirectly, indicate the names or identity of such members. Said Grievance Committee shall thereupon investigate the charges.

How made

Source not to be Indicated

May authorize Substitution of Policies

The Arbitration or Grievance Committee are empowered, in cases where in their discretion it is necessary to obtain such evidence from the assured as will secure the conviction of a member or broker violating the rules or rates of the Exchange, to authorize the substitution of the policy of any other member for that of

the company under which a deviation has been made on the same or better terms, provided there shall be produced and delivered to said Committee the proof satisfactory to them of such violation of the rules or rates.

Circ. 50-6-29-99.

Section 12.

Area of Operation

The rules and rates of this Exchange shall apply on all risks located in the Borough of Manhattan and in the Borough of the Bronx, west of the Bronx River, and in the Borough of Brooklyn, and in Long Island City, and on the American Dock stores and piers in the Borough of Richmond, all in the City of New York; and the said rules shall apply on all risks located in Hudson County, New Jersey, east of the Hackensack River. The Boroughs of Queens, and Bronx, and Richmond, outside the territory above named, being now in the territory of the Suburban Association, are excluded until such time as this Exchange by a ninety per cent vote of those present and voting at a meeting regularly called shall decide otherwise.

Territory Excluded

Outside Agents may not write in Exchange Territory

The writing of a policy on any risk located within the territory under the jurisdiction of this Exchange by any Agent outside of said territory is prohibited, and the member employing such Agent will be held responsible for any violation. Circ. 156, A. C. 8-1-00.

Section 13.

Rates

(a) At the first meeting of the Exchange, rates shall be adopted to apply on all risks in the territory specified; and such rates, and the commission rules as provided in the Agreement, shall apply immediately.

Unrated Risks

(b) No unrated risk shall be written except subject to a rate to be made by the Exchange; and such rate shall apply from the assumption of the insurance.

Short Term Risks

(c) Rated risks, when taken for periods of less than a year, shall be taken only at the rates named in Short Rate Tables of this Exchange.

Annual Risks

(d) No policy shall be written for more than one year on stocks of merchandise, or upon machinery, stock, or supplies in manufacturing risks except at full *pro rata* rates. No policy shall be written upon other property for

Term Risks

more than one year, except with the addition of three-fourths of the annual premium for each year after the first. For fractional parts of a year in excess of one year a *pro rata* of such three-fourths annual rate shall be added. No policy shall be written for a longer term than one year, until the risk has been rated.

Must be Rated

Ratings to be recommended and changes thereof

(e) The Committee on Rates shall recommend ratings to the Exchange, when, if the same are adopted by a vote of ninety per cent of the members present and voting at a meeting regularly called, they shall become operative; and to change a rate once established, a vote of ninety per cent of the members present and voting at a meeting regularly called shall be required.

Adjusted upon a Discriminating Basis

(f) Rates of premium shall be adjusted upon a discriminating basis which recognizes merits and faults of construction, fire extinguishing appliances and percentage of insurance to value.

Rate Cabinets are Property of Exchange

Rate cabinets and cards are the property of this Exchange, being loaned to members only for their information while members, and such cabinets and cards must be surrendered to the Exchange in case a member retires from business or withdraws from the Exchange.

Circ. 355-4-9-02.

Section 14.

Forms for Policies and Binder

The Exchange shall as rapidly as possible prepare proper forms for policies, the use of which shall be obligatory. A form of binder with a fifteen day limit clause shall also be prepared and its use required.

A Binder Form may cover but one term of insurance and such term may run from one date only; and it is a violation to enter a second date intended to take effect at the expiration of fifteen (15) days from the first or original date, or to subsequently grant an extension by entry on the original binder.

Circ. 708, A. C. 3-8-05.

The Exchange Form of Binder is not required to be used between Companies when reinsuring risks one with another.

Circ. 412-10-9-02.

The name and business address of a broker may be printed upon Exchange watermarked Binders after same have been purchased.

10-8-02.

Section 15.

Cancellations and Rebates

No policy, renewal or certificate of insurance shall be cancelled, *pro rata*, at request of the assured, except in cases where the insurance is immediately re-written, or placed with the same company or member, the re-written policy covering in the same location. In case of reduction of rate without change of hazard, no policy shall be cancelled *pro rata* and re-written at the lower rate, and no rebate shall be made on such policy.

A clause reading "It is understood and agreed that in event of reduction of the tariff rate during the term of this policy, return premium will be rendered accordingly, pro rata," or any clause involving an agreement to the same effect, is a violation. Circ. 193, M. 12-17-00.

A policy written to cover in a warehouse, whether private or public, may not be cancelled pro rata at request of the assured and re-written at short rates on the same merchandise but under a different name.

Circ. 289, R. C. 11-6-01.

A policy cancelled and immediately re-written by the same company to cover on the same property in the same location but for a different assured may be cancelled pro rata, provided that such policy does not cover in a private or public storage warehouse.

Circ. 316, A. C. 1-17-02.

Section 16.

Transfers

(a) No policy or Certificate of insurance covering in any elevator or storage warehouse, private or public, shall be transferred to any other elevator or storage warehouse; provided, however, that where any listed storage store shall be torn down or changed to another occupancy by the owner thereof, the Arbitration or Grievance Committee shall, after consideration of the facts of the case, have power to promulgate, for the benefit of all members, permission to transfer insurance on merchandise belonging to other persons than the warehouse owner or lessee in such listed storage store to any other listed storage store.

The Arbitration Committee will not consider an application for permission to transfer insurance from a listed storage store unless such application is accompanied by an affidavit

Transfers (concluded)

from the storekeeper setting forth the facts as to change of occupancy or demolition of such listed storage store, and also stating the time within which all goods will be removed and the use of the premises for their present purposes be discontinued. Circ. 225, A. C. 4-27-01.

When permission is granted to transfer policies from a listed storage store to other listed storage stores, as per Section 16 (a) of Agreement, as amended April 10th, 1901, such transfers shall be made within thirty days from the date of promulgation of such permission, and after the lapse of that period the permission shall be void. Circ. 481, A. C. 3-16-03.

The provisions of Section 16 of Agreement do not apply to the transfer of Personal Household Furniture from a storage warehouse to a dwelling. Circ. 140, A. C. 6-1-00.

A policy covering Household Furniture may be transferred to cover in a storage warehouse at the *pro rata* charge of the difference in rate for the time that the policy covers in the warehouse. Circ. 356, A. C. 4-15-02.

Assignments

(b) No policy or certificate of insurance covering in any elevator or storage warehouse, private or public, shall be assigned, except to cover the merchandise described in the policy and in the same location.

Section 17.

Brokerage

(a) No brokerage or commission shall be paid or allowed on policies of insurance or reinsurance in excess of five per cent upon risks located in the Borough of Manhattan between Chambers and New Chambers Streets (including both sides of the streets) on the south and 14th Street (including both sides of the street) on the north, except on risks of a class permissible to be written at Branch Offices, upon which, within the district named, the rate of brokerage or commission shall be twenty per cent; nor shall any brokerage or commission be paid or allowed on policies of insurance or reinsurance upon risks located in the remainder of the territory of this Exchange in excess of ten per cent, except on such risks as are permitted by Section 18 to be written at Branch Offices, on which a brokerage or commission not exceeding 20 per cent may be paid; provided, however, that any of the above named brokerages or commissions may be increased five per cent if the party receiving the

Brokerage (concluded)

Broker's Certificate shall agree that he will give the preference in placing his business to members of this Exchange, and that he will not place any risks with those not members, unless sufficient insurance cannot be obtained from members.

The vote of the Exchange of May 4, 1906, naming a "Congested District," contemplated a southern boundary for such district running from river to river; and such boundary is accordingly held to include both sides of James Slip along with both sides of New Chambers Street and Chambers Street.

Circ. 883, A. C. 3-11-07.

Commissions on risks rated under Restricted Sprinkler Schedule are limited to five (5) per cent. Circ. 742, 6-23-05.

Ruled as to above Section that the words "such risks as are permitted by Section 18 to be written at Branch Offices" include all churches and schoolhouses and their contents, dwellings and their contents, private stables and their contents, and buildings occupied on grade floor as stores and above the grade floor exclusively as dwellings and so warranted in the policies and their contents, located within the territory covered by the Exchange.

Circ. 22, A. C. 4-28-99.

Branch Office commission must not be paid or allowed on a specifically rated store and dwelling risk, unless the rate card applying to such risk contains the notation "Branch Office risk." Circ. 947, M. 1-27-08.

Broker's business not to be purchased

(b) No member shall purchase the business of any broker on other terms than the rate of brokerage or commission fixed by the Exchange.

Exchange Business

(c) Members of the Exchange shall be allowed to receive the regular brokerage or commission, as provided in paragraph (a) of this section, on Exchange business.

No Brokerage to Clerk of Assured

(d) No brokerage shall be paid to any clerk of the assured, nor to any employee (other than a Certified Broker), nor shall any person be certified as a Broker who handles insurance for only one person or firm, or individual members of such firm.

Rebates not allowed

(e) No rebate shall be allowed either by members of the Exchange, or by Brokers, directly or indirectly; nor shall brokerage or commission be paid to, or divided with, any uncertified broker or other person.

The allowance by a member of commission or brokerage to any clerk or employee of such member who does not hold a Broker's Certificate will be regarded as a violation of this paragraph. Circ. 170, A. C. 10-12-00.

Rules apply to all risks

(f) The rules of this Exchange, as to brokerage and commission, apply to all risks wheresoever located, whether afloat or ashore, and whether rated or not rated, when written in the territory covered by this Exchange.

The Broker's Pledge, wherein it is promised and agreed that no commission or brokerage will be paid to or divided with any persons not holding a Broker's Certificate, does not apply to any insurance on risks located outside of the jurisdiction of this Exchange, provided the restrictions named in Section 21 of the Agreement are observed. Circ. 465, A. C. 2-16-03.

Section 18.

Agency

Branch Offices

(a) Where the word "Agency" is used, it is understood to be equal to a Head Office in rank in the Exchange, although not entitled to membership; for instance, the Agents in Brooklyn, Jersey City, Hoboken, Long Island City, etc. Where the words "Branch Office" are used, they shall be understood as referring to a sub-office, restricted as below, and not entitled to independent control. All such Offices shall report to Head Offices in New York or Brooklyn respectively, and are confined to the Boroughs of Manhattan and the Bronx, and the Borough of Brooklyn.

An Agent representing Exchange companies may not act as Agent for non-Exchange companies or for any outside organization transacting a fire insurance business. Circ. 346, A. C. 3-19-02.

The issuing of agents' appointments or commissions to parties who are to exercise no privileges as such, but are expected to act only as solicitors, is in violation, and no agents may be appointed or commissioned, either in fact or in form, in excess of the number permitted under the Agreement. Circ. 941, A. C. 12-17-07.

No Agencies in Manhattan and the Bronx

(b) No member shall have any Agency or Agencies in the Boroughs of Manhattan and the Bronx, nor shall any company have such Agency or Agencies other than the Agency of the member of this Exchange.

Exceptions

(c) This rule, however, shall not apply to the present existing offices of the Germania and Peter Cooper Insurance Companies, nor to the present office of the New York Underwriters' Agency located within the district described in paragraph (d).

A re-insurance company that is a member of the Exchange may have but one office or connection in Manhattan and the Bronx for the transaction of business; and an arrangement to accept business for account of, or any binding arrangement, in addition to such office or connection, is equivalent to another agency and is in violation. Circ. 664, A. C. 9-26-04.

No Branch Offices—where

(d) There shall be no Branch Offices in the following districts in the Borough of Manhattan, viz: south of a line drawn, commencing at West Houston Street, including both sides of said street, and North River, running easterly along West Houston Street to Elizabeth Street, thence southerly along Elizabeth Street to Grand Street, thence easterly along Grand Street to East River.

Branch Offices; territory allowed

(e) Any member of the Exchange may have not exceeding two Branch Offices in the territory between the line above mentioned and 42d Street (on either side of said street) and not exceeding four north of 42d Street in the Boroughs of Manhattan and the Bronx.

A Branch Office located on 42d Street must be considered, according to paragraph (e), Section 18 of Agreement, as being for the territory south of 42d Street.

Circ. 268, A. C. 9-14-01.

May write only in Manhattan and the Bronx

(f) The Managers of such Branch Offices shall write no risks except in the Boroughs of Manhattan and the Bronx, nor shall such Branch Offices write on any risk other than churches and schoolhouses and their contents, dwellings and their contents, private stables and their contents, and buildings occupied on grade floor as stores, and above the grade floor exclusively as dwellings and so warranted in the policies, and their contents.

Classes of risks allowed

The term "schoolhouses" in above paragraph shall be held to cover all educational institutions occupying buildings solely for their own use. Circ. 267-9-11-01.

Buildings occupied solely by Colleges for their own use, and their contents, are the only class of risk that may come within the term "educational institutions," as used in vote of September 11th, 1901, defining what the term

"schoolhouses" in paragraph (f), Section 18 of Agreement shall be held to cover.

Circ. 510-6-10-03.

The words, "shall write no risks except in the Boroughs of Manhattan and the Bronx" prohibit the issuance from the office of any Branch Manager of any policy which might have been previously executed in blank at the Head Office, and a strict compliance with the letter and spirit of this rule requires that no such policies shall be executed at the Head Office except in their entirety.

Circ. 90, A. C. 10-24-99.

Convents may be classed as school or church property and subject to the commission allowed thereon. Circ. 50-6-29-99.

Branch Managers located in the Borough of the Bronx are restricted to the writing of risks located within so much of that territory as is under the jurisdiction of this Exchange; that is to say, west of the Bronx River.

Circ. 263, A. C. 9-7-01.

Branch Managers are allowed to write Buildings in Course of Construction, provided policies are in the following form:

"On ..... building while in course of construction or while occupied for .....[here insert intended occupancy, which must be that of a risk which a Branch Manager may write]."

Circ. 387-7-9-02.

May hold Certificates as brokers

(ff) Branch Managers may be given Certificates by the Brokerage Committee upon executing the usual Pledges and Agreements required from brokers, and such Certificates may be revoked or withheld by the Brokerage Committee for the same reasons as would apply to other brokers. In case of revocation of a Certificate the Brokerage Committee, if it deems sufficient cause is shown, may present the case to the Arbitration Committee and ask that the appointment of such Branch Manager be recalled.

To be compensated by commission only

(g) Managers of Branch Offices shall be compensated by a commission only, and all expenses of whatsoever name or nature shall be paid by them. Such commission shall be 25% upon all business of a class permitted to be written by Branch Offices, as set forth in paragraph (f) of this section, together with an over-riding commission of not exceeding 12½%. They shall be entitled as brokers to place any business controlled by them of a

Over-riding

non-Branch Office class and to receive therefor only the brokerage allowed by the rules of this Exchange. The allowance to a Branch Manager of a contingent upon the profits of his office is forbidden, except that in lieu of the over-riding commission mentioned in this paragraph, he may be allowed a reduced over-riding commission with a contingent commission upon the net profits of his office accruing during a period of not less than one year, such net profits to be arrived at by deducting from the gross premiums written all return premiums, reinsurance premiums, commissions, state and local taxes, losses incurred and the expenses of adjustments, and such contingent commission not to exceed three times the amount of the reduction in the over-riding commission.

Contingent

why?

Net profits

Agencies

(h) Each member of the Exchange may have one Head Office or Agency in the Western District and one in the Eastern District of the Borough of Brooklyn, also one in Long Island City, all of whose writings shall be entirely confined to risks upon Long Island.

Brooklyn Districts defined

The Eastern District of Brooklyn is defined as follows: All that portion of the Borough of Brooklyn lying North of Flushing Avenue from Washington Avenue to Broadway and up Broadway to East New York, including both sides of the avenues named. The Western District is all that portion of the Borough of Brooklyn (or Kings County) not described as comprised in the Eastern District.

Circ. 26-5-4-99.

Agents must have a bona fide office located in the district for which they are appointed. Circ. 543, A. C. 9-17-03.

Compensation of Agents

(i) Such Managers of Head Offices or Agencies may be compensated in such manner as their principals may desire.

Branch Offices in Brooklyn

(j) Any member of the Exchange or Head Office may have not exceeding two Branch Offices in the territory known as the Western, and one in the Eastern District of the Borough of Brooklyn.

Compensation of Branch Managers

(k) Such Managers of Branch Offices shall be compensated only in the manner and form set forth in paragraph (g) of this section.

Must write in their own districts

(l) The Managers of such Branch Offices shall write no risk except in the Borough of Brooklyn, nor shall any such Branch Offices write on any risk other than churches and schoolhouses and their contents, dwellings and

their contents, private stables and their contents, and buildings occupied on grade floor as stores, and above the grade floor exclusively as dwellings and so warranted in the policies, and their contents.

Convents may be classed as school or church property and subject to the commission allowed thereon. Circ. 50-6-29-99.

Jersey City, Hoboken and Hudson County Agents not allowed to write in New York

(m) Each member may have two Head Offices or Agencies in Jersey City, one in Hoboken, one in Bayonne, and one in the remaining portion of Hudson County east of the Hackensack River. Such Agents shall not be allowed to write risks located in the City of New York. They may be compensated in such manner as their principals may desire.

New Jersey Resident Agents

For the purpose of complying with the Resident Agents law of New Jersey, the appointment of a resident of that state, but employed in a clerical capacity in New York, whose powers are restricted to the countersigning of policies covering property in New Jersey which may be issued at the main office of a member, such Agent not being a Certified Broker, and to whom no commission is allowed, is not in violation of the rules of the Exchange, and such appointee shall not be regarded as one of the agencies authorized in Jersey City, Hoboken and the adjacent territory under Section 18, paragraph (m) of the Agreement. Circ. 21, A. C. 4-28-99.

Agents and Branch Offices Amenable to rules and rates

(n) Head Offices or Agencies and Branch Offices and companies represented by them shall be held amenable to the rules and rates of this Exchange; and the member or company represented by a member having such Agency or Branch Office shall be responsible for its proper conduct.

The employment by a member, or by an Agent, Branch Manager, or other representative of a member, of an Agent, Branch Manager, or employee of a non-Exchange company will be regarded as a violation and so dealt with. Circ. 170, A. C. 10-12-00.

Declaration to be filed

(o) On August 1, 1908, and on February 15th of each year thereafter, each member shall file with the Manager a declaration executed (if a company) by its Manager, or President, or Secretary; or (if an agency) by the agent himself or by a member of the agency firm; in the following form:

Form

"I, ...on behalf of..... (name company or agency) do hereby declare that the compensation paid, or agreed to be paid by this office to.....Branch Manager.., having an office at..... does not exceed a commission of 25% upon all business written by such Branch Manager.. (such business being limited to churches and schoolhouses and their contents, dwellings and their contents, private stables and their contents, and buildings occupied on grade floor as stores, and above the grade floor exclusively as dwellings and so warranted in the policies, and their contents), with an over-riding commission thereon of ...% and with a contingent commission of ...% upon the net profits of the branch office; and that no compensation greater than 15% (or 10% if the business is located in the "Congested District" of Manhattan) has been, or is agreed to be, paid to such Branch Manager.., upon business written by this office on account of such Branch Manager.., the same being business which such Branch Manager.. is / are not permitted to write direct; and I further declare that no arrangement has been, or will be entered into whereby any greater compensation will be allowed, or paid directly or indirectly, to said Branch Manager.., or on his / their account or on his / their behalf."

(Signed).....

Separate declaration for each Branch Office

A separate declaration as above shall be filed with reference to each and every Branch Office which each member may have in the territory of the Exchange, and any failure to file such declaration on or before the first day of August, 1908, and on February 15th, of each year thereafter, shall be forthwith reported to the Arbitration Committee, and that Committee shall thereupon fine the principal maintaining such office $50 per diem until such declaration is filed.

Must do business at assigned location solely

(p) Branch Managers will be in violation of the rules unless they are in charge of *bona fide* insurance offices located in the district assigned them, and unless they transact their insurance business at their assigned location solely.

Penalty for violation

(q) Any Branch Manager having been proven to have wilfully broken a rate, or to have paid a brokerage in excess of that permitted by the rules of this Exchange shall,

upon being found guilty to the satisfaction of the Arbitration or Grievance Committee, have his appointment immediately revoked, and no member shall again employ him in the capacity of Branch Manager. The findings of said Committee shall, however, be open to appeal to the Exchange as provided in this Agreement.

Not to be employed by any other member

(r) The name and address of every Agent and Branch Manager shall be promptly filed with the Manager of this Exchange, who shall keep a list of the same in a book to be prepared for that purpose, which list shall be open to the inspection of the members of the Exchange at all convenient times.

Names and addresses to be filed

Failure to give notice to the Manager of the appointment of an Agent or Branch Manager within seven days after such appointment is made will be regarded as a violation of Section 18 (r). Circ. 294, A. C. 11-19-01.

Within seven days

(s) If any member shall object to any such appointment, the question shall be referred to the Arbitration or Grievance Committee; and if said Committee shall decide that such appointment has been made in violation of the letter or spirit of this Agreement, it shall be immediately revoked upon their request. An appeal to a general meeting against any decision rendered may be taken in accordance with the provisions of this Agreement. The rules of this Exchange, as to brokerage and commission, apply to all risks wheresoever located, whether afloat or ashore, and whether rated or not rated, when written in the territory covered by this Exchange.

If appointments objected to

Must be revoked

Appeals

(t) Every Agent and Branch Manager shall file with the Manager of this Exchange a pledge reading as follows:

Shall file a Pledge

"..... hereby promise and agree that..... will observe the Agreement, rates, rules and regulations of the New York Fire Insurance Exchange in letter and spirit so long as..... shall hold an appointment as
for any member of the Exchange."

Form

.....

and refusal to file such a pledge shall be sufficient ground for the Arbitration Committee to request the immediate revocation of appointment of such Agent or Branch Manager.

Section 19.

No other kinds of risk to be included in fire policies

No member shall include in a fire policy, or by endorsement thereon, any risk other than that of fire and lightning, and any company granting marine or tornado insurance, or giving any privileges, or doing anything that results in lowering the regular rates, is in violation of the rules and rates of this Exchange.

The issuing of floaters covering automobiles not only against fire but also against marine perils while on board steamers, and against loss or damage resulting from derailment of cars while in course of transportation, is a violation of Section 19 of the Agreement, which forbids the granting of marine or tornado insurance, or the giving of any privilege, or doing anything that results in lowering the regular rates. Circ. 637, A. C. 6-10-04.

Section 20.

Payment of Premiums

Notice of Cancellation

(a) All premiums shall be due upon the delivery of the policy, and if not paid by the tenth day of the second month following the month in which the insurance takes effect, notice of the cancellation as required by the Standard Policy shall be sent to the assured direct (and, if the policy be held as collateral, to the party also, to whom it is payable) not later than the twelfth of the said second month, or if the twelfth falls on Sunday or a holiday, then on the next working day; and if the premiums be not paid within five days following the service of such notice, the policies shall be cancelled, and notice that they have been cancelled shall be sent to the assured direct, not later than the 20th of the month. On the 20th of each month (or, if the 20th shall fall upon a legal holiday, on the next working day) each member of the Exchange, and also each Agent and Branch Office Manager within the jurisdiction of the Exchange, shall make a statement as per following form, and deliver same to the Manager of the Exchange:—

Form of Premium Certificate

"The undersigned, member of the New York Fire Insurance Exchange, or Agent or Branch Office Manager of the.....Insurance Company, hereby certifies that all the premiums on all the policies issued by the said member, Agent or Branch Office Manager, and taking effect in the month of..... were paid on the 20th inst., or, if any were

unpaid at that date, all such policies have been cancelled for non-payment and notices of such cancellations have been sent to the assured and to the payee, if any."

Date.....

Signature.....

Manager shall report names

The Manager of the Exchange shall report to the Arbitration or Grievance Committee the names of all members, Agents or Branch Offices, if any, who fail to promptly file the statement above required.

When a member has been obliged to cancel a policy for non-payment of premium he shall furnish a statement to that effect to the Manager, covering the name of the Company, name and location of risk, amount, date of commencement of insurance, and the name of the broker.

Circ. 710-3-8-05.

Payment of Premiums

Any omission to send out cancellation notices based upon an agreement that the Broker guarantees payment of the premiums before the 20th of the month will be regarded as a violation and dealt with accordingly.

Circ. 93, A. C. 11-8-99.

The fact that a broker has a credit in the hands of an office issuing a policy, does not permit cancellation notice to the assured to be withheld if premium on such policy is not paid when due under the rules. A. C. 2-18-01.

The allowance of a discount for cash payment of premiums will be regarded as a rebate and violation and dealt with accordingly.

Circ. 193, B. C. 12-17-00.

The allowance of credit for full return premiums, or for any other than the proper unearned premiums, upon policies that have been settled for under the rules, but which are subsequently returned with the claim that they have never been paid for by the insured, is a violation, the clear intent of section 20 of Agreement being that policies shall not only be paid for within the required time, but that such payment shall be regarded as a bona fide premium which shall not be subsequently returned except subject to the earned premium for the elapsed time. Circ. 993, A. C. 7-20-08.

The provisions of Section 20 relating to the Collection of Premiums apply only on policies covering risks located within the jurisdiction of this Exchange. Circ. 114, A. C. 2-1-00.

Re-insurance premiums as well as direct premiums must be paid within the time stipulated, viz: "by the tenth day of the second month following the month in which the insurance takes effect." Circ. 43, A. C. 6-16-99.

The acceptance of a check in payment of premiums, no matter when dated, which shall be held by the member receiving it for more than twenty-four hours (Sundays and holidays excepted) after the time specified by Section 20 of the Agreement, as amended, will be regarded as a deviation and so dealt with.
Circ. 78, A. C. 9-21-99.

The acceptance of a check dated later than the time fixed for the payment of premiums under the rules of the Exchange must be regarded as a deviation and so dealt with.
Circ. 72, A. C. 8-30-99.

Additional Premiums charged under endorsements on policies shall be treated in the same manner as if they were original premiums, and are subject to Exchange rules regarding cancellation of policies for non-payment of premiums within the time prescribed by above section. Circ. 107, A. C. 1-10-00.

Where an additional premium is required under the rules of the Exchange which would amount to less than 25 cents the charge therefor may be waived. Circ. 216-3-20-01.

Open entries, time of closing and rate

(b) All insurance effected upon open entry, or carried on binder, must be closed and premium thereon paid within the time above specified. In closing same it shall be on the basis of rate existing at the time insurance was made binding.

Time for payment of premiums may be extended

(c) The Arbitration or Grievance Committee shall have authority to extend the time for the payment of premiums, in specific cases, on account of sickness or absence of an assured, or similar sufficient excuse, on the written request of the member interested.

Requests for extension of time for payment of premiums cannot be considered unless placed in the hands of the Committee on or before the seventh day of the second month following the month in which the insurance took effect. Circ. 610, A. C. 3-28-04.

Section 21.

Outside Risks, brokerage on

(a) No brokerage in excess of ten per cent shall be paid on any risk outside the territory included in this Agreement, except when such risk is within the jurisdiction of local boards whose rules allow a higher brokerage than ten per cent, and then such brokerage must not be exceeded.

An allowance of brokerage in excess of ten per cent on floating policies covering outside the territory of this Exchange is a violation, whether such policies also cover within such territory or not. Circ. 396, 8-13-02.

The provisions of Section 21 (a) do not apply to Floater Forms 5, 6, 7 and 8, because when those forms were adopted Staten Island was within the territory of the Tariff Association. Circ. 543, A. C. 9-17-03.

Local tariff to govern

(b) In case any risk on property located outside the territory of this Exchange be written or accepted otherwise than through a local agent of the company, the rate at which the risk is accepted shall be that of the local tariff of the place where it is located, and the policy shall conform to rules and forms there required. This provides that members shall not write in their offices situated in the territory covered by this Exchange in violation of the tariff rate of any local board.

Where a policy covers property located within the territory of the Exchange, and also property located outside of such territory, the rate on the property located outside of the territory of the Exchange shall be in accordance with the rules and rates of the locality where the property is located, but in no case less than the rate of the New York Fire Insurance Exchange on the property located within its territory. Circ. 134, R. C. 4-25-00.

The Broker's Pledge, wherein it is promised and agreed that no commission or brokerage will be paid to or divided with any persons not holding a Broker's Certificate does not apply to any insurance on risks located outside of the jurisdiction of this Exchange, provided the restrictions named in Section 21 of the Agreement are observed.. Circ. 465, A. C. 2-16-03.

Section 22.

Re-Insurance

(a) No member or company represented by a member shall effect, here or abroad, any re-insurance upon risks located in the territory of this Exchange, otherwise than with members of the New York Fire Insurance Exchange.

A re-insurance company that is a member of the Exchange may have but one office or connection in Manhattan and the Bronx for the transaction of business; and an arrangement to accept business for account of, or any binding arrangement in addition to, such office or connection is equivalent to another agency and is in violation. Circ. 664, A. C. 9-26-04.

It is a violation of the rules of the Exchange to effect re-insurance in any Company not legally admitted to transact business in that portion of the territory of the Exchange in which re-insurance is desired; but this does not apply to so-called Affidavit Risks.
Circ. 117, A. C. 2-10-00.

If a policy written at tariff rate is reinsured in whole or in part the reinsurance may be written at the same rate as that which the re-insured policy bears at time of reinsurance even though a higher rate may have subsequently been promulgated.
Circ. 1102, A. C. 8-12-09.

Re-insurance written within the jurisdiction of this Exchange on policies covering risks located outside the territory of this Exchange must be written at the tariff rate of the local board having jurisdiction.
Circ. 141, A. C. 6-13-00.

The rules of the Exchange do not affect the commission paid by one company to another, both being members of the Exchange, for the re-insurance of risks located outside of the jurisdiction of this Exchange.
Circ. 72, A. C. 8-30-99.

Exchange members may re-insure non-Exchange companies upon risks located within the jurisdiction of the Exchange, provided no commission or brokerage thereon is paid to the re-insured company, or to the broker, or agent. Circ. 160, A. C. 8-11-00.

Affidavit Risks excepted

(b) The above restrictions shall not apply to such risks as, under the provisions of the Statutes of New York State, may be placed

Affidavit risks excepted (Concluded)

by licensed brokers in companies not duly admitted to transact business in the State, nor shall it apply to buildings or contents of railroad terminal property.

As to the right of companies to effect Re-Insurance in outside Companies, all Exchange companies being full, it is ruled that the same privilege would extend to companies effecting Re-Insurance as is given to Brokers under Pledge Class 2, they also rendering to the Manager a statement of the amounts of such insurance and the companies in which it is effected similar to the statement required from Brokers under same circumstances.

Circ. 70, A. C. 8-21-99.

In the matter of re-insurance of policies issued prior to organization of the Exchange and commissions allowed thereon, it is ruled that any policy, whether direct or by way of re-insurance, written subsequent to March 8, 1899, should conform fully to tariff requirements as to rates and rules.

Circ. 88, M. 10-17-99.

Re-insurance of fire liability of Marine Insurance Companies on merchandise either specific or by floating policies must conform to all Exchange rules and rates.

Circ. 94, A. C. 11-10-99.

Section 23.

Withdrawals

Any member may withdraw from this Exchange on giving thirty days notice in writing to the President of the Exchange of his intention to do so; it being understood that, at the end of such thirty days and on such withdrawal any other member may withdraw at the same time, provided he has given, at least, five days notice in writing to the President of the Exchange of his intention to do so. Notices of resignation shall be immediately communicated to all the members.

Section 24.

Changes in Agreement

No change shall be made in this Agreement until written or printed notice of a proposition to amend has been sent to every member not less than one week in advance of the day fixed for its discussion; and no change or addition shall be made if any member present at such meeting shall vote in the negative.

Section 25.

Arrangements to be relinquished

(a) All companies having arrangements which, in accordance with the rules now adopted, will have to be relinquished or readjusted shall, as the alternative of immediate acquiescence, file with the Arbitration Committee a statement of such arrangements, accompanied by an application for time in which to reform the same; and the maintenance of such arrangements in the absence of the submission of such application shall be held to be in violation of the rules of the Exchange.

Information as to such arrangements

(b) The Arbitration Committee shall thereupon, with due diligence, proceed to pass upon the applications filed; and the decision of such Committee when rendered shall be final and conclusive; and the said Committee shall, upon request of any member, furnish him with full information as to any such arrangements filed.

Section 26.

Pledge of Member

I hereby agree for myself and the company or companies which I represent that I will observe the foregoing Agreement and all the Rates, Rules and Regulations of the New York Fire Insurance Exchange, in letter and in spirit, until I am released from its obligations, as therein provided. I have not any agreement or contract with brokers, or others, not in accordance with its provisions, nor will I make any such while I am a member of this Exchange.

Signature of member to foregoing Agreement and Pledge

.....

.....

.....

List of Members

An asterisk (*) indicates that the company does business only in that portion of Exchange territory which is located in New Jersey.

COMPANY MEMBERS.

Aachen & Munich Fire Ins. Co.	Aix-la-Chapelle, Germany
Adirondack Fire Insurance Co.	New York
Assurance Company of America	New York
Atlas Assurance Company	London, England
Caledonian American Insurance Co.	New York
Caledonian Insurance Co.	Scotland
City of New York Insurance Co.	New York
Cologne Reinsurance Co.	Cologne, Germany
Colonial Assurance Co.	New York
Commercial Union Assurance Co., Ltd.	England
Commercial Union Insurance Co.	New York
Commonwealth Insurance Co.	New York
Continental Insurance Co.	New York
Empire City Fire Insurance Co.	New York
Fidelity-Phenix Fire Insurance Co., The	New York
First Russian Insurance Co.	St. Petersburg, Russia
German Alliance Insurance Co.	New York
German American Insurance Co.	New York
Germania Fire Insurance Co.	New York
Globe & Rutgers Fire Insurance Co.	New York
Hamburg-Bremen Fire Insurance Co.	Hamburg, Germany
Hamilton Fire Insurance Co.	New York
Hanover Fire Insurance Co.	New York
Home Insurance Co.	New York
International Insurance Co.	New York
Jakor Insurance Co.	Moscow, Russia
Liverpool & London & Globe Insurance Co.	Liverpool, England
Liverpool & London & Globe Insurance Co.	New York
London Assurance Corporation	London, England
London & Lancashire Fire Insurance Co.	Liverpool, England
Lumber Insurance Co.	New York
Merchants Fire Assurance Corporation	New York
Moscow Fire Insurance Co.	Moscow, Russia
Munich Re-Insurance Co.	Munich, Germany
Nassau Fire Insurance Co.	New York
*National Fire & Marine Insurance Co.	Elizabeth, N. J.
New Amsterdam Fire Insurance Co.	New York
New York Underwriters Agency	New York
Niagara Fire Insurance Co.	New York

North British & Mercantile Insurance Co.	Liverpool, England
North British & Mercantile Insurance Co.	New York
Northern Assurance Co.	London, England
Northern Insurance Co.	New York
North River Insurance Co.	New York
Norwich Union Fire Insurance Society	Norwich, England
Pacific Fire Insurance Co.	New York
Palatine Insurance Co., Ltd.	Manchester, England
Pelican Assurance Co.	New York
Peter Cooper Fire Insurance Co.	New York
Phoenix Assurance Co.	London, England
Queen Insurance Co.	New York
Richmond Insurance Co. of New York	New York
Rossia Insurance Co.	St. Petersburg, Russia
Royal Insurance Co.	Liverpool, England
Russian Re-insurance Co.	St. Petersburg, Russia
Salamandra Insurance Co.	St. Petersburg, Russia
Skandia Insurance Co.	Stockholm, Sweden
* State Fire Insurance Co.	Liverpool, England
Stuyvesant Insurance Co.	New York
Sun Insurance Office	London, England
United States Fire Insurance Co.	New York
Westchester Fire Insurance Co.	New York
Williamsburgh City Fire Insurance Co.	New York

AGENCY MEMBERS.

Brown & Co., T. Y.
Brown & Co., Willard S.
Cluff, Edward
Crum & Forster
Darby, D. M.
Frelinghuysen, J. S.
Hall & Henshaw
Hampton, Howard
Herrick, Harold
Hilliard, J. G.
James & Co., Fred. S.
Kelly & Fuller
Kelly, Fuller & de Rivera
McDaniel, F. S.
Miller, A. E.
Montgomery & Fountain
Newman & MacBain
Ogden & Son, W. B.
Pawley, F. A.
Perrin & Son, W. L.
Reid, Wallace
Ross, F. H.
Sammis & Co., W. D.
Smith, C. G.
Sohmer, Wm.
Starkweather & Shepley
Talbot & Co., John M.
Talbot, Wallace & Co.
Ward & Crawford
Wayland, Curtis C.
Weed & Kennedy
Whilden & Hancock
White, Major A.
Whiton & Merges
Withers & Mills

COMPANIES REPRESENTED BY MEMBERS AND AGENTS.

The following is a list of Companies represented by Members of the Exchange and by Agents under Exchange jurisdiction as recorded at the Manager's Office up to July 1st, 1910.

Ætna Insurance Co.	Hartford, Conn.
Agricultural Insurance Co.	Watertown, N. Y.
Albany Insurance Co.	Albany, N. Y.
American National Insurance Co.	Rock Island, Ill.
Allemania Fire Insurance Co.	Pittsburgh, Pa.
Alliance Insurance Co.	Philadelphia, Pa.
American Central Insurance Co.	St. Louis, Mo.
American Fire Insurance Co.	Philadelphia, Pa.
American Insurance Co.	Newark, N. J.
Atlanta-Birmingham Fire Insurance Co.	Birmingham, Ala.
Atlanta Home Insurance Co.	Atlanta, Ga.
Austin Fire Insurance Co.	Austin, Texas
Ben Franklin Fire Insurance Co.	Allegheny, Pa.
Boston Insurance Co.	Boston, Mass.
British America Assurance Co.	Toronto, Canada
Buffalo Commercial Insurance Co.	Buffalo, N. Y.
Buffalo German Insurance Co.	Buffalo, N. Y.
California Fire Insurance Co.	San Francisco, Cal.
Calumet Insurance Co.	Chicago, Ill.
Camden Fire Insurance Association	Camden, N. J.
Capital Fire Insurance Co.	Concord, N. H.
Central National Fire Insurance Co.	Chicago, Ill.
Citizens' Fire Insurance Co.	Charlestown, W. Va.
Citizens' Insurance Co.	St. Louis, Mo.
Commerce Insurance Co.	Albany, N. Y.
Commonwealth Insurance Co.	Dallas, Texas
Concordia Fire Insurance Co.	Milwaukee, Wis.
Connecticut Fire Insurance Co.	Hartford, Conn.
Cooper Fire Insurance Co.	Dayton, Ohio
County Fire Insurance Co. of Philadelphia	Philadelphia, Pa.
Delaware Insurance Co. of Philadelphia	Philadelphia, Pa.
Detroit Fire and Marine Insurance Co.	Detroit, Mich.
Dixie Fire Insurance Co.	Greensboro, N. C.
Dubuque Fire and Marine Insurance Co.	Dubuque, Iowa
Dutchess Insurance Co.	Poughkeepsie, N. Y.
* Eastern Fire Insurance Co.	Atlantic City, N. J.
Equitable Fire and Marine Insurance Co.	Providence, R. I.
Farmers' Fire Insurance Co.	York, Pa.
Fire Association of Philadelphia	Philadelphia, Pa.
Firemans Fund Insurance Co.	San Francisco, Cal.
Firemen's Insurance Co. of Newark, N. J.	Newark, N. J.
*Florida Home Insurance Co.	Marianna, Fla.
Franklin Fire Insurance Co. of Philadelphia	Philadelphia, Pa.
Freeholders Insurance Co.	Topeka, Kan.

Georgia Home Insurance Co.	Columbus, Ga.
German American Fire Insurance Co.	Baltimore, Md.
German American Fire Ins. Co. of Pennsylvania	Pittsburgh, Pa.
German Fire Ins. Co. of the City of Pittsburgh	Pittsburgh, Pa.
German Fire Insurance Co.	Peoria, Ill
German Fire Insurance Co.	Wheeling, W. Va.
Girard Fire and Marine Insurance Co.	Philadelphia, Pa.
Glens Falls Insurance Co.	Glens Falls, N. Y.
Granite State Fire Insurance Co.	Portsmouth, N. H.
Hartford Fire Insurance Co.	Hartford, Conn.
Hawkeye Insurance Co.	Des Moines, Ia.
Humboldt Fire Insurance Co.	Allegheny, Pa.
Imperial Fire Insurance Co.	Denver, Colo.
Insurance Co. of North America	Philadelphia, Pa.
Insurance Co. of the State of Illinois	Chicago, Ill.
Insurance Co. of the State of Pennsylvania	Philadelphia, Pa.
Jefferson Fire Insurance Co.	Philadelphia, Pa.
Law Union and Crown Fire and Life Ins. Co.	London, England
Lumbermen's Insurance Co.	Philadelphia, Pa.
Massachusetts Fire and Marine Insurance Co.	Boston, Mass.
Mechanics' and Traders' Insurance Co.	New Orleans, La.
Mechanics' Insurance Co.	Philadelphia, Pa.
Michigan Commercial Insurance Co.	Lansing, Mich.
Michigan Fire and Marine Insurance Co.	Detroit, Mich.
Millers' National Insurance Co.	Chicago, Ill.
Milwaukee Fire Insurance Co.	Milwaukee, Wis.
Milwaukee Mechanics' Insurance Co.	Milwaukee, Wis.
Monongahela Insurance Co.	Pittsburgh, Pa.
National Fire Insurance Co. of Hartford	Hartford, Conn.
National Insurance Co. of Pennsylvania	Allegheny, Pa.
National Lumber Insurance Co.	Buffalo, N. Y.
National Union Fire Insurance Co.	Pittsburgh, Pa.
Netherlands Fire Insurance Co.	The Hague, Holland
Newark Fire Insurance Co.	Newark, N. J.
New Brunswick Fire Insurance Co.	New Brunswick, N. J.
New Hampshire Fire Insurance Co.	Manchester, N. H.
New York Underwriters' Agency	New York
Norfolk Fire Insurance Co.	Norfolk, Va.
Northwestern Nat. Ins. Co. of Milwaukee, Wis.	Milwaukee, Wis.
Old Colony Insurance Co.	Boston, Mass.
Orient Insurance Co.	Hartford, Conn.
Pennsylvania Fire Insurance Co.	Philadelphia, Pa.
People's National Fire Insurance Co.	Philadelphia, Pa.
Phœnix Insurance Co.	Hartford, Conn.
Providence-Washington Insurance Co.	Providence, R. I.
Prussian National Insurance Co.	Stettin, Germany
Queen City Fire Insurance Co.	Sioux Falls, South Dakota
Reliance Insurance Co. of Philadelphia	Philadelphia, Pa.
Rhode Island Insurance Co.	Providence, R. I.
Rochester German Ins. Co. of Rochester, N. Y.	Rochester, N. Y.
Royal Exchange Assurance	London, England
St. Paul Fire and Marine Insurance Co.	St. Paul, Minn.
Scottish Union and National Insurance Co.	Edinburgh, Scotland

Security Insurance Co. of New Haven	New Haven, Conn.
Shawnee Insurance Co.	Topeka, Kan.
Southern National Insurance Co.	Austin, Tex.
Sovereign Fire Insurance Co.	Toronto, Canada
Springfield Fire and Marine Insurance Co.	Springfield, Mass.
Spring Garden Insurance Co.	Philadelphia, Pa.
Standard Fire Ins. Co. of Hartford	Hartford, Conn.
Standard Fire Insurance Co. of New Jersey	Trenton, N. J.
State Insurance Co.	Omaha, Neb.
Sun Insurance Co.	New Orleans, La.
Svea Fire and Life Insurance Co.	Gothenburg, Sweden
Teutonia Insurance Co.	New Orleans, La.
Teutonia Fire Insurance Co. of Allegheny City	Allegheny, Pa.
Union Insurance Co. of Philadelphia, Pa.	Philadelphia, Pa.
Virginia Fire and Marine Insurance Co.	Richmond, Va.
Washington Fire Insurance Co.	Seattle, Wash.
Western Assurance Co.	Toronto, Canada
Western Insurance Co. of Pittsburgh, Pa.	Pittsburgh, Pa.
Western Reserve Insurance Co.	Cleveland, Ohio
William Penn Fire Insurance Co.	Pottsville, Pa.

An asterisk (*) indicates that the Company does business only in that portion of Exchange territory which is located in New Jersey.

Broker's Pledges

A Broker signing Pledge Classes I and II may receive a First-Class Certificate; a Broker signing Pledge Class I only may receive a Second-Class Certificate; in the case of a firm the individual signatures of its members must follow that of the firm; in the case of a member of a firm partners must also individually sign.

CLASS I.

In consideration of the commissions or brokerages at the current rate that may be fixed and established for the time being by, and to be paid by members of, the New York Fire Insurance Exchange, I hereby promise and agree that I will not, directly or indirectly, make any rebate to the assured nor, directly or indirectly, pay to or divide with any person not holding a Broker's Certificate, any commission or brokerage, nor will I receive from any Company or Agent, directly or indirectly, any remuneration for business placed with them in excess of that permitted by the rules of the Exchange.

.....

To be signed by the principal, not employee.

In presence of

.....

CLASS II.

In consideration of the payment to be made to me of an additional five per cent to the commissions or brokerages as provided for in Broker's Pledge, Class I, signed by me, I hereby promise and agree in addition to said pledge, that in placing insurance, I will give the preference to the members of the New York Fire Insurance Exchange, and that I will not place any risk with those not members unless I cannot secure sufficient insurance on such risks from members of the Exchange, in which case I agree to file with the Secretary of the Exchange, within one week of so placing, a list of such outside Company or Companies in which same has been placed, with the name of the assured, location of risk and the amount of insurance given them.

.....

To be signed by the principal, not employee, principal having first signed Pledge, Class I.

In presence of

.....

The Broker's Pledge agreeing to report to the Exchange any lines placed with outside Companies requires that policies covering Affidavit Risks, so-called, shall be reported to this Exchange.

Circ. 622, A. C. 5-2-04.

General Rules and Rates

ALLOWANCE FOR AUTOMATIC FIRE ALARM.

On all risks an allowance may be made for an approved Automatic Fire Alarm as follows:

Rates 1 per cent or less . . .	10 per cent.
Rates over 1 per cent	10 cents.

No allowance to specifically rated risks for Sole Occupancy, Automatic Fire Alarm, or Automatic Sprinklers shall be made at the counter, but all such allowances shall be computed in the Manager's office and the resulting net rate promulgated; it being understood that listed storage stores are not to be considered as included under this vote, so far as may relate to allowance in them of 10 per cent or ten cents, as the case may be, for automatic fire alarm, and for percentage allowance for automatic sprinklers.

Circ. 722-4-12-05.

In Listed Storage Stores equipped with automatic fire alarm and (or) automatic sprinklers, allowance as above may be made from the rate for merchandise arrived at by adding Alphabetical List charge to the base rate for merchandise named on card. Allowance as above may also be made in rate for building as given on card. Warranty required on building policies only.

No permit shall be granted for an inoperative condition of an automatic sprinkler or automatic alarm equipment for any cause without advancing the rate by the pro rata of the original allowance for the unexpired term. No allowance may be made for automatic sprinklers or alarm for a stipulation for an intended installation at a later date, but the charge must be made for the full term under the conditions existing at the date of the policy. No allowance shall be made for any such installation until certificate and notification are regularly issued. 2-6-96.

For Automatic Fire Alarm Clause see page 88.

ALLOWANCE FOR AUTOMATIC SPRINKLERS.

In entire Metropolitan District no allowance shall be made for an approved Automatic Sprinkler System, unless a warranty is placed on policies providing that a watchman shall be maintained nights, Sundays and holidays, or when the premises are not in operation or use; or that the sprinkler system be connected electrically by a suitable device with the Central Office of an automatic fire alarm system, so arranged that it will give immediate notice in case the water flows in the pipe system. (See clause, page 88.)

No permit shall be granted for an inoperative condition of an automatic sprinkler or automatic alarm equipment for any cause without advancing the rate by the pro rata of the original allowance for the unexpired term. No allowance may be made for automatic sprinklers or alarm for a stipulation for an intended installation at a later date, but the charge must be made for the full term under the conditions existing at the date of the policy. No allowance shall be made for any such installation until certificate and notification are regularly issued. 2-6-96.

Not exceeding five (5) per cent commission shall be paid on risks rated under the "Restricted Schedule." Circ. 742-6-22-05.

AUTOMATIC SPRINKLER EQUIPMENTS ON SEPARATE FLOORS.

An equitable recognition shall be made of sprinkler equipments on separate floors of fireproof buildings occupied for mercantile purposes where the entire building is not equipped, based upon such percentage of the regular sprinkler allowance as the floor area so equipped bears to the total floor area of the entire building, it being understood that no allowance shall be made for equipments covering less than an entire floor of a building, and that the percentage deduction to be allowed shall be only on contents of the floor or floors directly protected by such equipment.

Circ. 164-9-12-00.

APARTMENT HOUSES.

The Manager is required to rate specifically all apartment houses of over 2,500 square feet in ground area which are over five stories in height, and also all apartment houses of over 4,000 square feet area, no matter what their height, and members, when binding lines or issuing policies on completed risks of this class, must apply to the Manager for specific rates on such as come within these limitations. Circ. 768-10-11-05.

Buildings occupied as stores on the first floor with exclusively dwellings above, the latter being rented to tenants whose housekeeping is conducted in their own apartments (see next paragraph), are apartment houses and, as such, come under the rule making them subject to specific rate if certain limits of height and area are exceeded. Circ. 780, M. 12-14-05.

For the guidance of members an "Apartment House" is **defined** as follows, viz.: a building in which apartments are rented to tenants whose housekeeping is conducted in their own apartments respectively. Circ. 40, A. C. 6-2-99.

The Unoccupancy Warranty **is not required** on policies covering Apartment Houses in course of construction that are not subject to specific rating, but policies covering on Apartment Houses which come under the ruling of the Exchange as to area and height **must have the Unoccupancy Warranty attached,** except as stated on page 49. Circ. 140, R. C. 6-1-00.

Apartment houses and stores and dwellings which are or may be hereafter **specifically rated may be written at Branch Offices,** and the commission payable on such risks under the Agreement is 20 or 25 per cent, as provided by Section 17 (a) of Agreement.

Circ. 22, A. C. 4-28-99.

BASEMENTS SPRINKLED.

Where basements and sub-basements are fully protected with an approved system of automatic sprinklers, the Rate Committee may make an allowance therefor of not exceeding 10 per cent. This discount shall not be made in addition to the discount for fully sprinkled risks. Circ. 438-12-10-02.

BINDING RISKS.

Policies must be issued immediately as soon as a risk is bound at the proper rate then existing and not held open for an anticipated change in the rate, subject to rules regarding Changes of Occupancy, Construction or Hazard, on pages 54-56.

No insurance shall be made binding, whether by verbal agreement, binder, renewal receipt, new policy, certificate, or otherwise, to take effect **beyond the calendar month** succeeding date of application, unless the insurance so arranged for in advance shall be taken subject to the tariff rate in force at the time such insurance is to take effect. Circ. 195-12-18-00.

The Exchange Form of Binder is not required to be used between Companies when re-insuring risks one with another.

Circ. 412-10-9-02.

The Exchange Form of Binder is meant to be used in all cases where a binder is required, except as between members when effecting re-insurance of individual risks. Circ. 415 M. 10-13-02.

A so-called **Notice of Renewal** becomes, **if signed and returned to the broker,** a binder, and thereby a violation of the Agreement which requires all binders to be effected under the uniform water-marked binder adopted and issued by the Exchange.

Circ. 1127 M. 12-17-09.

It is a violation of the Agreement for members to give brokers authority **to bind insurance over night.** Circ. 756, A. C. 8-17-05.

A Binder Form **may cover but one term of insurance** and such term may run from one date only; and it is a violation to enter a second date intended to take effect at the expiration of fifteen (15) days from the first or original date, or to subsequently grant an extension by entry on the original binder. Circ. 708, A. C. 3-8-05.

When binders are issued on rated risks such **binders must be at the rates in cabinets,** and the issuance of such binders at less than tariff rate will be regarded as a violation and dealt with accordingly.

Circ. 140, A. C. 6-1-00.

BLANKET POLICIES.

Policies covering on and (or) in two or more buildings not communicating must have the 100 per cent Average Clause attached, without deduction for the same.

Blanket policies may be written covering in two or more communicating buildings having approved fire doors at all communicating openings, at the highest rate, with the 80 per cent Average Clause and the Standard Distribution Clause, and 10 per cent allowance may be made for 100 per cent Average Clause in such cases.

In case of doubt arising as to **whether or not the Distribution Clause is required** on blanket policies covering in two or more buildings having communications protected by approved or non-approved fire doors, **the question shall be referred** to the Manager's office, which will thereupon reprint the rate cards applying with the statement that the Distribution Clause is required, if such is the case. Circ. 1048, R. C. 1-22-09.

Policies insuring contents of building or buildings, *i. e.*, machinery and stock, under one item, must have the 100 per cent Average Clause attached and the usual 10 per cent deduction may be made therefor, provided the blanket policy covers in one building only, but if in two or more buildings not communicating no deduction may be made.

Where a policy form, in addition to covering in one or communicating buildings, also includes a clause reading "and in yards" or "and in yards or on streets," or any similar clause which **extends the policy to cover other than in one or communicating buildings,** the Full Average Clause must be attached thereto without deduction for same. (See next paragraph.) Circ. 1119, A. C. 11-1-09.

The **above ruling has been modified** so as to permit either of the following clauses to be used: "and in yards immediately adjoining the above described premises" or "and in yards and on streets immediately adjoining the above described premises."
Circ. 1129, A. C. 1-3-10.

(See ruling, under Communicating Buildings, page 57, on the subject of **non-approved doors.)**

The usual allowance may be made for 100 per cent Average Clause on policies covering **blanket on building, machinery and stock,** providing the blanket policy covers in one building only, but if in two or more buildings not communicating no deduction may be made. Circ. 121, R. C. 2-21-00.

The rules covering attachment of the Standard Distribution Clause apply **when policies are written under an average rate** the same as if written under a blanket rate. Circ. 244, R. C. 7-20-01.

When a policy **blankets merchandise and furniture and fixtures** the 100 per cent Average Clause is required and the usual allowance of 10 per cent may be made therefor. Circ. 356, R. C. 4-15-02.

The ruling reading, "When a policy blankets merchandise and furniture and fixtures the 100 per cent Average Clause is required and the usual allowance of 10 per cent may be made therefor," **is not intended to apply** where policies cover ales, wines, liquors, cigars, and similar supplies along with the other contents of hotels, clubs, and (or) restaurants. In such cases, however, such supplies must not be referred to as "merchandise." Circ. 625, R. C. 5-12-04.

A policy covering merchandise in or on the piers of any specified terminal **may include merchandise in cars on tracks of that terminal** and be considered not as a floater, but as a blanket policy, and may be written at the rate of the contents of the pier or shed of that terminal having the highest contents rate. Such policies must have the 100 per cent Average Clause with no deduction therefor.

Members are also reminded that in case of blanket policies on buildings or their contents, not communicating as well as communicating, **the highest rate included under the blanket must be charged.**

Members may not under any circumstances make average rates for blanket policies covering two or more risks. In all cases the rule must be observed that the highest rate must be charged. **Average rates for blanket policies may be made only by the Manager,** acting under the rules, and no average rate may be allowed until regularly published on the card. 7-10-96.

If a **blanket policy covers** on any property rated under **Restricted Schedule** the entire policy becomes subject to the rate of commission applying to a Restricted Schedule policy.

Circ. 904, R. C. 6-29-07.

Blanket rates upon risks rated under **Restricted Schedule** being based upon values existing at the time they are made, policies written at such rates may not be written **for a longer period than one year,** except at full pro rata of the annual rate.

Circ. 912, R. C. 7-26-07.

BRANCH MANAGERS.

The conditions under which Branch Managers may be appointed as to territory, compensation, classes of risks permitted to be written, etc., are fully set forth in Section 18 of Agreement, and in connection therewith the following rulings have been made.

The words in Agreement, Section 18 (f), "shall write no risks except in the Boroughs of Manhattan and the Bronx," **prohibit the issuance** from the office of any Branch Manager **of any policy** which may have been **previously executed in blank** at the Head Office, and a strict compliance with the letter and spirit of this rule requires that no such **policies shall be executed** at the Head Office except in their entirety. Circ. 90, A. C. 10-24-99.

Branch Office Commissions must not be paid or allowed on a specifically rated store and dwelling risk, **unless the rate card** applying to such risk **contains the notation,** "Branch Office risk."
Circ. 947, M. 1-27-08.

When in consequence of deviation or violation any Member has been directed by the Arbitration Committee or by the Exchange **to cancel a policy written through a** Branch Manager or Agency representing such Member, and to remain off the risk for one year, the risk in question **shall not be written by or through any other Member** represented by such Branch Manager or Agent during the stated term of one year. Circ. 455, A. C. 1-21-03.

A person may act as Head Office Agent in the Borough of Brooklyn **for one member** and, at the same time, as Branch Office Manager in the Borough of Brooklyn **for another member** in the territory assigned to Branch Offices in the Borough of Brooklyn.
Circ. 1034, A. C. 12-16-08.

It is not in violation of the rules of the Exchange for **two or more members to maintain jointly** such Branch Offices as are permitted by the rules of the Exchange. Circ. 8, A. C. 3-21-99.

It is a violation for a Branch Manager and a broker to have their **business address in,** or to transact business from, **the same office,** or in or from offices adjoining and communicating.
Circ. 705, A. C. 2-24-05.

Apartment houses and stores and dwellings which are or may be hereafter **specifically rated may be written at Branch Offices,** and the commission payable on such risks under the Agreement is 20 or 25 per cent, as provided by Section 17 (a) of Agreement.
Circ. 22, A. C. 4-28-99.

For the guidance of members an "Apartment House" is **defined** as follows, viz: a building in which apartments are rented to tenants whose housekeeping is conducted in their own apartments respectively. Circ. 40, A. C. 6-2-99.

Private stables and their contents which may be written by managers of Branch Offices **include private family stables;** also **private business stables,** provided same be owned or occupied by parties who are engaged in such a class of business as may be written at Branch Offices. Circ. 40, A. C. 6-2-99.

The above rule is to be understood as applying also to **private family garages and private business garages** (for definitions of which see page 124). Its benefits do not apply if the tenant of a private business stable or garage is engaged in a class of business that may not be written at a Branch Office.
Circ. 919, M. 9-17-07.

A Branch Office **located on** 42d Street must be considered, according to paragraph (e), Section 18 of Agreement, **as being for the territory south of** 42d Street. Circ. 268, A. C. 9-14-01.

Branch Managers located in the Borough of the Bronx **are restricted to the writing of risks located** within so much of that territory as is under the jurisdiction of this Exchange; that is to say, **west of the Bronx River.** Circ. 263, A. C. 9-7-01.

Branch Offices **must provide proper cabinets** for reception of cards containing List of Brokers, **which must be accessible** to the card distributers during business hours, and failure to provide such cabinets and maintain such accessibility will be ground for requiring a Branch Office to be discontinued. Circ. 402-9-10-02.

BROKERAGE AND COMMISSION.

The rules of this Exchange as to brokerage and commission apply to **Tornado Insurance** as well as Fire Insurance.

Circ. 114, A. C. 2-1-00.

The payment of any brokerage or other compensation in excess of the brokerage allowed by the rules of the Exchange to any person holding a certificate as a broker, **on any risk located outside the territory** of the Exchange, for the purpose of influencing business located in the territory of the Exchange, whether by agreement or otherwise, is a violation of the rules of this Exchange as to brokerage and a proper subject of inquiry.

Circ. 13, A. C. 4-7-99.

The brokerage of 20 per cent and 25 per cent respectively may **be paid only** on such risks as are permitted, under the Agreement, to be written at Branch Offices. Circ. 12, A. C. 4-7-99.

The offer of brokerage or division of brokerage, whether given or not, to or with any person, firm or corporation not holding a Broker's Certificate of this Exchange, and (or) the offer of rebate, whether given or not, or offer of reduction of rate below tariff, unless such reduction is in accordance with the rules of the Exchange, and the reason for such reduction or rebate explained to the insured, will be considered as a violation of the Broker's Pledges and treated accordingly. Circ. 790-1-10-06.

If **sufficient insurance cannot be procured** in Exchange companies at tariff rates, it is a violation of Broker's Pledge to place insurance with non-members without filing with the Exchange, within one week, a memorandum to that effect.

Circ. 25, A. C. 5-4-99.

The making of **rebates on plate glass, casualty,** employers' liability, sprinkler leakage, and similar policies, as an inducement to secure the fire insurance business of the party to whom such rebates are made, is a violation of the Broker's Pledge, and will be treated accordingly. Circ. 39, A. C. 6-1-99.

Not **more than 15 per cent commission** may be paid under insurances covering buildings and their contents which are occupied for mercantile purposes on the first and second floors and for dwellings above. Circ. 39, A. C. 6-1-99.

Only 15 per cent commission may be paid under a policy covering household furniture in an **Apartment Hotel,** as it comes under the designation of Hotel. Circ. 40, A. C. 6-2-99.

It is a violation to allow in excess of 15 per cent commission on policy covering **Household Furniture contained in** specifically rated **storage** buildings. Circ. 69, M. 8-21-99.

Any violation of the Rules or the Agreement **committed by an employee** of a Broker will be construed as an act of the employer. Circ. 137-5-9-00.

Brokerage may not be paid on any portion of **a combined policy** (meaning thereby a policy covering on property located in the territory of both the New York Fire Insurance Exchange and the Suburban Fire Insurance Exchange), **unless the broker placing same holds a brokerage certificate of both Exchanges;** and then a brokerage in excess of ten per cent (10%) may not be paid upon that portion applying in the territory of the Suburban Fire Insurance Exchange. Circ. 991-7-9-08.

It is a violation for a broker **to place business** covering a risk located within Exchange territory **with a non-Exchange company** or companies unless it has **first been offered** to all Exchange members at proper card rates, and under a correct form as to Exchange rules and requirements. Circ. 1103, A. C. 8-21-09.

When insurance has been effected for proper reasons in non-Exchange companies and such insurance has been promulgated, and subsequently the insured moves to another location and such non-Exchange insurance is transferred to cover in the new location, it is **not necessary to promulgate** such transferred insurance, it being understood that at expiration such insurance shall be offered to Exchange companies before being again offered to non-Exchange companies. Circ. 58, A. C. 7-25-99.

Section 21 (a) prohibits the payment of any brokerage **in excess of ten per cent** on any risk written in the territory of the Exchange and **located outside** of the territory included in the Agreement, except only where a local board, having jurisdiction of the territory in which the risk is located, has a specific rule allowing more than ten per cent, in which case such higher brokerage may be allowed; and in case there is no local board, or in case a local board exists but has no specific rule on brokerages, the brokerage allowed on such risks shall in no case exceed ten per cent.
Circ. 52, A. C. 7-12-99.

The provisions of Section 21 (a) **do not apply to Floater Forms 5, 6, 7 and 8,** because when those forms were adopted Staten Island **was within the territory** of the Tariff Association.
Circ. 543, A. C. 9-17-03.

The rules of the Exchange do not affect the **commission paid by one company to another,** both being members of the Exchange, for the **reinsurance** of risks **located outside** of the jurisdiction of this Exchange. Circ. 72, A. C. 8-30-99.

The allowance of a rebate under a policy covering property **wherever located,** if written at any office or agency of a member in the territory under the jurisdiction of the New York Fire Insurance Exchange, would be a violation of the Broker's Pledge and of the rules of the Exchange; and if written by the local agent of the member in the town or city where the risk is located and the local board of such city or town prohibits rebates, then the member cannot pay a broker any commission or brokerage unless he agrees not to rebate any portion thereof to the assured. The allowance of such a rebate under a policy written **at any office or Agency, wherever located,** for the purpose of securing an insurance or insurances on property situate in the territory under the jurisdiction of the Exchange would be a violation of the Broker's Pledge and rules of the Exchange, and in either case would be subject to the penalties provided. Circ. 109-1-10-00.

The Broker's Pledge, wherein it is promised and agreed that no commission or brokerage will be paid to or divided with any persons not holding a Broker's Certificate, **does not apply to any insurance on risks located outside** of the jurisdiction of this Exchange, provided the restrictions named in Section 21 of the Agreement are observed. Circ. 465, A. C. 2-16-03.

The allowance by a member of **commission or brokerage to any clerk** or employee of such member **who does not hold a Broker's Certificate** will be regarded as a violation. Circ. 170, A. C. 10-12-00.

Members **must not pay brokerage** to any certified broker **on business placed prior to the date of** such broker's **application for his Certificate.** Circ. 178-11-20-00.

The payment to a non-certified broker of **brokerage or commission on additional premiums** upon policies placed by such broker while holding a Certificate from this Exchange is a violation. Circ. 156, A. C. 8-1-00.

A commission not exceeding 15 per cent may be allowed upon a **floater** covering property located only in **dwellings** and in **buildings occupied for stores on the first floor and exclusively dwellings above.** Circ. 281, A. C. 10-23-01.

If Theatrical Floaters or Floaters covering on Personal Effects wherever they may be in the United States are written at an office within the jurisdiction of this Exchange, **a rebate** on such policies **will be a violation.** Circ. 281, A. C. 10-23-01.

An allowance of brokerage in excess of ten per cent **on floating policies covering outside** the territory of this Exchange, whether such policies also **cover within** such territory or not, is a violation. Circ. 396-8-13-02.

Certified Brokers under their pledges to this Exchange are **not permitted to receive greater remuneration** for business placed with non-Exchange companies after first having offered same to all Exchange companies than is permitted to be paid them by members of the Exchange. Circ. 218, A. C. 3-23-01.

When the Arbitration or Grievance Committee has ordered a policy or policies to be cancelled in consequence of having adjudged a member of the Exchange, or an Agent who is not a member but who holds a Broker's Certificate, guilty of an infraction of the rules of the Exchange, then **such member or Agent shall not be allowed to receive any commission or brokerage** for the placing of such risk **during the term for which the member is himself ordered to keep off** of such risk, and in addition, if the gravity of the offense warrant it, the facts connected with the case shall be at once communicated to the Brokerage Committee, that they may revoke the right of such member or Agent to receive any commission or brokerage on any business for such time as they may deem fit. Circ. 304-12-11-01.

Certified Brokers **may not act** as Agents for **non-Exchange Companies.** Circ. 325, A. C. 2-10-02.

The allowance of a **discount for cash payment** of premiums will be regarded as a **rebate and violation** and dealt with accordingly. Circ. 193, B. C. 12-17-00.

The giving of envelopes, bill heads, letter heads, or other articles of stationery, or **gifts of any description whatsoever,** to brokers or brokers' employees, directly or indirectly, **will be regarded as a rebate** and in **violation** of the rules and treated accordingly. Circ. 192, A. C. 12-12-00.

The ruling prohibiting the making of gifts of any description to brokers is **modified to exempt Calendars and Blotters** from the operation of such ruling, providing that such Calendars and Blotters do not contain any matter advertising the broker. Circ. 197, A. C. 12-26-00.

A broker may place insurance with non-Exchange companies **at the request of the insured,** provided he does not receive any brokerage or commission or any compensation whatsoever therefor, and provided further that he shall file with the Exchange within the time allowed under his Pledge a list of such outside companies, with the name of insured, location of risk, and the amount of insurance given them, together with **a statement** that such insurance has been placed in an outside company **at request of the insured,** and that he (the broker) **has received and is to receive no brokerage or commission or any compensation whatsoever therefor.** Circ. 154, A. C. 7-25-00.

If a policy is issued covering store and dwelling risk with warranty attached, and subsequently a request is made **to remove the Store and Dwelling Warranty** for the reason that merchandise is then contained above first floor, the company must **cancel** the policy **pro rata** and re-write to expiration, and **commission** upon such rewritten policy **shall not exceed** that which under the rules is permitted to be paid on risks other than those which may be written **by Branch Managers, viz.: 15 per cent.** Circ. 341, A. C. 3-12-02.

From and after twelve o'clock noon of May 28, 1902, if any automatic sprinkler, automatic fire alarm, or any other fire extinguishing, fire signaling, or any other appliance or improvement whatever, installed in or appertaining to any risk, **be owned or installed** at the whole or partial, direct or indirect, expense of any person, firm or corporation holding a Broker's Certificate from this Exchange, **it shall be deemed a rebate** and a violation of the Broker's Pledge.

Circ. 372-5-28-02.

When a Broker **fails to renew his Certificate** in season, thereby causing his name to be withdrawn from the list, and subsequently within six months asks for a renewal, such renewal shall not be granted unless, **in addition to the regular charge** for a Certificate, **the sum of $3.00 is paid** to cover cost of withdrawing and re-instating such Broker's name. Circ. 355-4-9-02.

BUILDINGS IN COURSE OF CONSTRUCTION.

Annual rates as follows shall apply continuously until building is occupied and rated:—

Fireproof buildings in course of construction .	.30
Policies which cover all of the work, or which cover all of the work except foundations, or which cover only foundations, masonry or structural metal work, may be written at the above rate.	
Policies which cover other than as stated in the previous paragraph	.50
Brick buildings in course of construction . .	.50
Contractors for a portion of the work only .	.75
Frame buildings in course of construction .	.70
Piers in course of construction	1.00
Contractors' or builders' tools, implements, etc., while in tool house or in front of, or adjoining or within the building in course of construction	1.00

Buildings in course of construction, without regard to ultimate use or occupancy, must be written at the minimum rate charged for buildings in course of construction, unless specifically rated. Such risks may only be written at the head office of a member, and only for a term not to exceed one year (except as stated below), and the Unoccupancy Warranty is required. Exception in regard to the Unoccupancy Warranty may be made on buildings Branch Offices are allowed to write when completed, the intended occupation thereof to be expressed in the policy, as follows:

"On.....building while in course of construction or while occupied for.....(here insert occupancy, which must be of a class Branch Managers are permitted to write)."

When written under this form the Unoccupancy Warranty need not be attached to policy.

Note carefully **the following as well as the foregoing requirements for policies** in or on buildings in course of construction, whether **rated specifically** or under general minimums.

1. Unoccupancy Warranty required.

2. Policies covering contents must not be written for more than one year.

3. Privilege for occupancy must be granted only subject to specific rate and with application for same.

Unoccupancy Warranty: Warranted by the assured that the building hereby insured is unoccupied, and that when occupied in whole or in part, this Company is to be notified and rate adjusted; unless so notified and endorsed hereon this policy shall be void.

Policies covering Buildings in Course of Construction may be written for a longer term than one year, but not exceeding a total of 23 months, at pro rata of the annual rate applying, all other requirements of the rules relating to Buildings in Course of Construction remaining unchanged. Circ. 739-6-14-05.

Policies written for a term of years on a building in course of construction **"with privilege to complete"** are a violation of the rule limiting Builders' Risks to one year.

Public School Buildings or additions to old public school buildings in the City of New York, being required by law to be fireproof, may be written while in course of construction at 30 cents. 4-8-97.

If public schoolhouses (fireproof) in course of construction **are written strictly under the form set forth** on page 49, the Unoccupancy Warranty **need not be attached** and the rate will properly be 30 cents; but **if written under any other form** without the Unoccupancy Warranty the rate must be that required by ruling of April 30, 1902 (page 50), viz: 40 cents. Circ. 514, M. 7-1-03.

When a specifically rated risk **is torn down or otherwise removed** to make way for a new building, a specific course of construction **rate for the latter must be applied for,** and insurance may only be written subject to such specific rate. Circ. 869, R. C. 12-14-06.

Policies covering buildings in course of construction **may not include hoisting engines, machinery, tools, implements, apparatus, etc.,** along with the building and materials entering into its construction without rendering the entire item subject to the rate for contractor's tools. Circ. 1056, R. C. 2-17-09.

The following or similar endorsement may not be made, viz: "Builder's Risk granted **until notified to discontinue,** when charge, if any, will be made." A definite time must be stated for Builders' Risks not to exceed one year. Circ. 48, M. 6-24-99.

In the case of policies **covering contractors on public school buildings** in course of construction where the city declines to accept

such policies unless the Unoccupancy Warranty is stricken out, the rate charged must be that required under the minimums for schoolhouses plus the charge for Builder's Risk. Circ. 363, R. C. 4-30-02.

Buildings in course of construction **constitute a class by themselves** no matter what occupancy they may be designed for, and such buildings **may not be otherwise classified** until they are completed and ready for occupancy, when they may be written, subject to rules, at proper specific rates or under general minimums.
Circ. 322, A. C. 2-3-02.

The rates to be charged on policies covering buildings in course of construction must be those named above, and **no other rates may be charged, no matter what the occupancy** of the buildings is to be or what warranty may be contained in policies as to such future occupancy. Circ. 321, A. C. 1-28-02.

Buildings in course of construction intended for occupancy as dwellings or as stores with exclusively dwellings above **must be written as in course of construction** at the rate applying to them as such, and for a term not exceeding twenty-three months.

Unoccupied buildings in course of reconstruction no matter what their previous occupancy was, whether dwellings or otherwise, must be written at the Unoccupied building rate plus district or other advance (if any) plus charge for builder's risk. Unoccupied buildings in course of reconstruction **may not take advantage of the rules applying to buildings in course of construction.**
Circ. 1038, M. 12-29-08.

Policies covering dwellings or stores with exclusively dwellings above must not be written with "permission to complete" or any words to that effect. Until completed, a building is considered as in course of construction **and must be so written.**

Privilege for Ordinary Alterations and Repairs may be attached to policies covering dwellings or buildings occupied above the grade floor exclusively as dwellings without extra charge if the form of privilege used is exactly as set forth on page 67 of Hand Book, **but any other form must be charged for.**

When Buildings in Course of Construction are of a class permitted to be written by Branch Managers (that is, intended for an occupancy which would permit Branch Managers to write them at completion), they may be written by Branch Offices, but they **must be written as in course of construction,** and the policies **must** be in the following form: "On.....building while in course of construction or while occupied for....."

When a fireproof, semi-fireproof or standard slow-burning building in course of construction **is intended to be equipped with an installation of automatic sprinklers,** and such risk upon completion will be eligible for rating under the Restricted Sprinkler Schedule, the Manager may state upon the rate card that insurance upon such building at the usual rate for a building in course of construction, **may be written subject to an understanding** that when

the risk is completed, equipped, Restricted Schedule rates named thereon, and permanent insurance written thereon in stock companies, **a pro rata return premium from inception of risk** will be allowed upon the course of construction policies equal to the difference between the rate charged for them and the Restricted Schedule rate as promulgated, the commission upon such course of construction policies to be the same as if the building was rated under the Restricted Schedule from the outset, viz: five per cent.

Circ. 884, 3-12-07.

BUILDING RATES.

All buildings in entire Metropolitan District not rated by general minimum or specific rate, contents of same being rated (whether by Specific, Minimum, Class of Hazards or Dry Goods District rate), shall be rated as follows: Brick buildings, 40 per cent of highest contents rate; but in risks written under general minimum, stocks marked in the list of general minimums with a star shall not operate to rate the building containing them higher than 24 cents. No building under this rule shall rate below 20 cents. Frame buildings rate same as lowest contents except as stated on page 122 of Hand Book, when they take rate of highest contents. 5-29-95.

Where in the list of minimums a special minimum rate is mentioned for building (as in the case of hospitals, schools, lodging houses, etc.), the same **applies only to brick buildings,** and, unless otherwise specified, frame, or brick and frame, buildings in such cases take the same rate as contents. 5-29-95.

Where a frame building occupied as **store on the first floor and dwellings above** has a small frame extension adjoining and communicating, which is occupied as a business stable (not a private family stable), the rate on such building and contents must be that of the stable; that is to say, 1.50. A specific rate will be issued upon such risks upon application to the Manager.

Circ. 63, M. 8-4-99.

Where a brick store and dwelling has a frame extension or addition **more than one story in height or exceeding 650 square feet in area,** such building must be classed as brick and frame and must take the rate for frame. Circ. 790-1-10-05.

The **presence of a frame** veranda, or stoop, or porch, or bulkhead door, in connection with a brick building **does not operate** to class that building as brick and frame. Circ. 365, M. 5-5-02.

If policies covering buildings are **written to include liability for loss occasioned by the operation of ordinances or laws** requiring the replacement of entire buildings in case of fire damage exceeding a given percentage of value, **the rate on such buildings shall be double that which is shown on rate cards** if risk is specifically rated, **or double that required under general minimums or rules** if risk is not specifically rated. Circ. 312-1-8-02.

BUILDER'S RISK; EXTRAORDINARY ALTERATIONS AND REPAIRS.

Any privilege for alterations or repairs, except that given under the head of Mechanics' Privilege, Ordinary Alterations and Repairs, and that given in the body of the policy, shall be charged on buildings of ordinary construction and on their contents 25 cents, and on buildings of fireproof construction and on their contents 15 cents, or the short rates thereof. No Builder's Risk may be granted for a term longer than one year.

The Builder's Risk charge for **fireproof risks** may be made only where the risk has been promulgated as in the fireproof class.

The fifteen days Builder's Risk **allowed by the Standard Policy** requires no charge.

Charge must be made **for the full term of endorsement,** unless endorsement distinctly states that the fifteen days allowed by the Standard Policy is included in the term thereof.

Specific permission for the **construction or reconstruction of an elevator shaft** so as to conform to the Building Laws may be allowed without charge.

The **charge** for Builder's Risk **is net,** and subject to no deduction or allowance of any kind. Circ. 407, R. C. 9-10-02.

A definite time, not to exceed one year, **must be stated** for Builder's Risks. Circ. 48, M. 6-24-99.

The **Short Rate Rules** set forth in Hand Book **apply** to all short rate business, **including Builder's Risk,** and it is a violation to allow renewals of builders' permits for such extra premium as would represent the difference between the original term and that which might have been charged for had the permit been taken out for the total time covered. Circ. 84, R. C. 10-4-99.

If in connection with a Builder's Risk, privilege is included to keep and use gasolene, gunpowder, dynamite, or other high inflammable or explosive in connection with the builder's work, to be kept in quantities permitted by law and not exceeding limitations named in the privilege, **the rate** for such Builder's Risk **shall be increased** to 50 cents per annum. Circ. 743, R. C. 6-26-05.

For Mechanics Privilege; Ordinary Alterations and Repairs, see page 67.

CALCIUM CARBIDE.

Not more than 100 pounds of Calcium Carbide may be permitted without extra charge, the same to be kept according to law and in waterproof metallic cans. Circ. 879, 2-13-07.

CERTIFICATES UNDER OPEN ENTRY POLICIES.

The appointment by members of persons to countersign certificates in their behalf under existing policies is not a violation, provided no compensation is paid for such service and no new insurance is made, and provided only the following form of Certificate is used; viz:

No.....

.....

$..... New York.....

This certifies that.....ha.....insurance by the .....Insurance Company of.....under Policy No.....Entry No.....to the amount of..... Dollars on.....

.....

terminating..... day of..... at noon.

Loss, if any, in conformity with the conditions of said policy, to be adjusted with.....and payable to.....only on presentation of and surrender of this Certificate.

Circ. 7, A. C. 3-20-99.

It is a violation to authorize or permit the **insured to sign and / or issue certificates** under open entry policies or specific policies.

Circ. 1119, A. C. 11-1-09.

CHANGES OF OCCUPANCY, CONSTRUCTION OR HAZARD.

Whenever application is made for an endorsement to policies on buildings or any contents of any risk already specifically rated permitting any occupancy or change in occupancy, hazard or construction, or whenever insurance is accepted on any new building erected on the lot, or on any new tenant in such risk not yet specifically rated, or any new tenant (not yet specifically rated) in a building which is specifically rated as unoccupied, the member granting such endorsement, permit or insurance shall apply immediately to the Manager for a revision of rate. Meantime, he shall not issue the endorsement, permit or policy, but may hold the same bound subject to the revised rate.

This rule shall not apply to risks written under General Minimums.

The above does not apply to risks **where no specific rate exists** covering any risk, past or present, on the lot.

The purpose of the rule is to prevent the gradual **lapse** of specifically rated risks **back into the minimum class,** on account of changes which have not come to the notice of the Manager's office.

Where a privilege is granted for a new communication, or any other increase of hazard, and this office is asked for a new rate covering the same, **it is a violation to charge** for such privilege **from the day that the new card appears,** the rule being that the revised rate **shall date from day of binding.** Circ. 493, M. 4-20-03.

When a specifically rated risk **is torn down or otherwise removed** to make way for a new building a specific course of construction **rate for the latter must be applied for,** and insurance may only be written subject to such specific rate.
Circ. 869, R. C. 12-14-06.

No form of privilege for occupancy shall be given upon, or included in, policies **covering dwellings or stores and dwellings,** except such as may be conveyed by the Dwelling Warranty, or Flat House Warranty, or Store and Dwelling Warranty, required, under the rules, to be attached thereto. Circ. 934, R. C. 11-14-07.

When the specific rating of a store and dwelling risk **because of height and area** results in the promulgation of rates no higher than the regular minimums applying thereto, **no application for rerating on account of a change of occupancy need be made,** unless such change involves entry into the risk of a class of hazard like printers, upholsterers, woodworkers, etc., which, under the rules, takes the risk out of the class of stores and dwellings permitted to be written by Branch Offices, and makes it subject to specific rating.
Circ. 939-12-11-07.

Architects' offices may **not be written at the rate for** "offices," but should be specifically rated; and where rates for "offices" and "studios" appear on the same card, or in connection with the same risk, an architect's office located therein, and not specifically rated, **must take the rate stated for studios.** Circ. 1067, R. C. 4-9-09.

Reductions in rate must **in no case be dated back** of the date of the card promulgating the reduced rate. 2-1-96.

In cases where **cards** in cabinets **may be found to be incorrect,** by reason of change since cards were issued or otherwise, such cases must be reported to the Manager, and new rates made as promptly as possible, and policies shall not be issued in such cases until new rates shall have been made. Circ. 1-3-8-99.

When an application is made to rate a risk requiring a pass from some source before examination thereof can be made, **such pass must be sent in** with the letter making application for the rate. Circ. 78, R. C. 9-21-99.

The following clause is a violation in that it **permits an increase of hazard without notice, viz:—**

"Should any more hazardous occupation occur, this policy shall continue to cover, and the rate of premium to be fixed shall be paid from the date any increase of hazard takes effect."
Circ. 124, R. C. 3-12-00.

Where privilege is asked for **to open new communications** with adjoining buildings, such request must be referred to the Manager's office for readjustment of rate, and failure so to do is in violation of rule under "Communicating Buildings," on page 58.
Circ. 138, M. 5-14-00.

When binders are issued on rated risks, such **binders must be at the rates in cabinets,** and the issuance of such binders at less than tariff rate will be regarded as a violation. Circ. 140, A. C. 6-1-00.

Where rate cards as published in cabinet cover buildings and (or) contents at certain street numbers named on rate card, the **highest of such contents rates** is to be understood as **applying also to any property contained in yards or otherwise** located outside of the buildings designated by such street numbers, unless a specific rate on such outside property is shown on the card.
Circ. 206, R. C. 2-9-01.

When an application is accepted for insurance and **a new rate** on the risk comes out **on the same day,** the policy must be written **at the rate named on the new card.** Circ. 322, M. 2-3-02.

A clause reading, "It is understood and agreed that this insurance is not prejudiced **by change of interest subsequent** to the date of this policy," is contrary to the rules, and will be considered a violation. Circ. 370, A. C. 5-24-02.

CIGAR FACTORIES AND CIGAR STORES.

In buildings occupied as stores on the first floor and the upper part by tenants as dwellings, and for the manufacture of cigars, commonly called **tenement house cigar factories,** such tenant dwellings should not be rated as cigar manufactories, and the same are not considered as dwellings above the first floor, but should take the rate for stock of cigars, 75 cents.

Buildings occupied as **cigar stores on the first floor,** and for the manufacture of cigars on the upper floors, and where the hands do not reside, no matter what number of hands are employed, take the minimum for cigar factories. 12-19-96.

Cigar store **with not over ten hands** making cigars, if entirely dwelling above the grade floor, and so warranted in the policy, takes the rate for stock of cigars.

COMMISSIONS AND PROFITS.

To take same rates as merchandise. Circ. 15-4-11-99.

In policies insuring on merchandise under usual form, the **following clause is prohibited,** viz: "Including commissions thereon."
5-16-95.

No allowance may be made for 100 per cent Average Clause.
Circ. 135, R. C. 5-1-00.

In the case of a Commission Clause reading: "On merchandise, hazardous, not hazardous, and extra hazardous, the property of the assured, or held in trust or on commission, or sold but not delivered or removed, or held on joint account with others, or for which the assured are liable," **the addition of the words,** "or in which they may have any other form of insurable interest," or any similar phrase, **is unnecessary** and undesirable.

Circ. 725, A. C. 5-3-05.

COMMUNICATING BUILDINGS.

Where buildings **written under general minimum rates** adjoin or communicate through walls or bridges, unless separated by a secure brick or stone wall, and all openings protected with fire doors or fire shutters, as required by the specifications of the New York Board of Fire Underwriters (which are accepted as a standard), the higher rate on either side of the wall shall prevail.

Circ. 768-10-11-05.

In cases where privilege is asked for **on specifically rated risks** to communicate with adjoining buildings, such request shall be referred to the Manager's office for readjustment of rate, and to make an additional charge if necessary. Circ. 768-10-11-05.

Privilege to communicate with a **public transportation subway** may be given only under a charge therefor to be included in the specific rates promulgated on cards. Circ. 912, R. C. 7-26-07.

In case of doubt arising as to **whether or not the Distribution Clause is required** on blanket policies covering in two or more buildings having communications protected by approved or non-approved fire doors, **the question shall be referred** to the Manager's office, which will thereupon re-print the rate cards applying with the statement that the Distribution Clause is required, if such is the case. Circ. 1048, 1-22-09.

Blanket policies may be written covering in two or more communicating buildings having approved fire doors at all communicating openings, at the highest rate, with the 80 per cent Average Clause and the Standard Distribution Clause, and 10 per cent allowance may be made for 100 per cent Average in such cases.

The intention of this rule is that the introduction of approved fire doors should not prejudice a risk in any way. It is, therefore, held that even where fire doors separating two or more communicating buildings are **not approved,** blanket policies written covering in such buildings **if written with the 80 per cent** Average Clause **require the Distribution Clause** just as in the case where the doors are approved; that is to say, the Distribution Clause is required where blanket policies are written with the 80 per cent Average Clause, and covering in two or more communicating buildings separated by fire doors, whether the latter are approved or not approved. But policies written with the 100 per cent Average Clause do not require the Distribution Clause in any case, even where covering in or on two or more communicating buildings, whether separated by approved or non-approved fire doors,

Where privilege is asked for **to open new communications** with adjoining buildings, such request must be referred to Manager's Office for readjustment of rate. Circ. 138, M. 5-14-00.

A clause giving "Privilege to communicate with adjoining buildings," **or any similarly worded clause** which in effect grants permission **to make communications other than those existing at the time the rate was made,** is in violation. Circ. 305, R. C. 12-31-01.

COMPETITIVE RATES.

No rate on a so-called competitive basis disregarding schedules or other rules of the Exchange **shall be made or promulgated unless approved by a 90 per cent vote** of the members present, and voting at a regular meeting or a meeting specially called.

In all cases where competitive rates, made without reference to existing schedules or rules of the Exchange, are reported to that body for its consideration, the fact that such rates are competitive rates shall be stated at the meeting at which the vote is taken.
Circ. 216-3-20-01.

CONSEQUENTIAL LOSS IN COLD STORAGE STORES.

Policies written on risks involving cold storage hazard (other than breweries) may be written at the Exchange rate if the Consequential Loss Exclusion Clause is attached as follows:—

"This Company shall not be liable under this policy for loss occasioned through partial or total disablement of any refrigerating plant, or by interruption of connection therewith, whether such disablement or interruption is caused by fire or otherwise."

Double the Exchange rate shall be charged on policies written on risks (other than breweries) involving cold storage hazard if written without the above clause being attached. Circ. 142-6-14-00.

The Consequential Loss Exclusion Clause **must be attached** to policies covering goods on cold storage in **Hudson River Stores.**
Circ. 139, R. C. 5-24-00.

Policies covering merchandise in cold storage, and written at cold storage rates, may have, if desired, a clause attached to policies reading: "Property of the insured while in this building in transit to or from refrigerator rooms is covered under this policy."
Circ. 665, R. C. 9-29-04.

The Consequential Loss Exclusion Clause **must be attached** not only to policies covering in cold storage stores but to **all policies on risks** (other than breweries) **involving cold storage hazard.**
Circ. 165, M. 9-24-00.

For Clause see page 90.

CONTINGENT LIABILITY.

If policies covering buildings are written to include liability for loss occasioned by the operation of ordinances or laws requiring the replacement of entire buildings in case of fire damage exceeding a given percentage of value, the rate on such buildings shall be double that which is shown on rate cards, if risk is specifically rated, or double that required under general minimums or rules if risk is not specifically rated. Circ. 312-1-8-02.

EIGHTY PER CENT AVERAGE RULES.

All rates, whether by Schedule Rate, General Minimum Rate, Specific Rate, or Dry Goods District Rate, and class rates of every kind, made and promulgated, and all rates heretofore promulgated in the entire Metropolitan District, including the Area of Operation, shall be based upon 80 per cent insurance guaranteed in the policy.

Whenever the Rate Committee shall be satisfied that the Average Clause will work a hardship to the insured, on account of his inability to procure such an amount of insurance, because of the magnitude of the risk, they are authorized to prescribe the terms on which the Average Clause may be dispensed with or modified. 4-26-92.

A form covering hotel keeper's liability for personal effects of guests and carrying a co-insurance clause reading: "It is understood and agreed that the total insurance to be carried concurrent with this form of policy on the above property is $15,000, **and in the event of this amount not being maintained** the assured is to be a co-insurer for any deficiency," is in violation of the rule which requires 80 per cent co-insurance guaranteed in the policy. Circ. 1069, M. 4-15-09.

For 80 per cent Average Clause see page 92.

FIREPROOF AND SUPERIOR CONSTRUCTION.

Allowance of 25 per cent for contents of buildings of superior construction, and 40 per cent for contents of buildings of fireproof construction, may be made by the Manager or Committee on Rates, but not by members.

The Manager is authorized to specifically rate any dwelling house of fireproof construction upon survey and satisfactory proof that the construction is of fireproof character, the rate to be 60 per cent of the minimum rate for a brick, stone, or iron dwelling of non-fireproof construction, but no member shall make any allowance at the counter for fireproof construction of a dwelling. Circ. 554-10-14-03.

The Manager is authorized, when specifically rating private dwellings of fireproof construction, to make an allowance of 25 per cent on contents thereof; but no allowance for fireproof construction is to be made at the counter. Circ. 1087, 6-9-09.

FULL CO-INSURANCE, OR 100 PER CENT AVERAGE.

Discount of 10 per cent for 100 per cent Average Clause may be allowed on all policies except floating policies, policies covering in or on two or more buildings not communicating, contents of public storage stores and grain elevators, merchandise on or contents of piers, rents, commissions and profits, leasehold, and use and occupancy.

Where a policy form, in addition to covering in one or communicating buildings, also includes a clause reading "and in yards" or "and in yards or on streets," or any similar clause which **extends the policy to cover other than in one or communicating buildings,** the Full Average Clause must be attached thereto without deduction for same. (See next paragraph.)

Circ. 1119, A. C. 11-1-09.

The **above ruling has been modified** so as to permit either of the following clauses to be used: "and in yards immediately adjoining the above described premises" "and in yards and on streets immediately adjoining the above described premises."

Circ. 1129, A. C. 1-3-10.

The Exchange having voted 80 per cent co-insurance on **Household Furniture** in use in living apartments, policies taking effect on and after May 22, 1905, and covering such property, **may have the usual allowance of 10 per cent** in rate therefor if the 100 per cent Average Clause is attached. Circ. 735, R. C. 5-26-05.

The 100 per cent Average Clause **is required on** Building Policy covering premises occupied as a **power house and electric light station** with form including "electric apparatus, dynamos, engines, boilers and connections." Circ. 58, M. 7-25-99.

When a policy **blankets merchandise and furniture and fixtures** the 100 per cent Average Clause is required and the usual allowance of 10 per cent may be made therefor. Circ. 356, R. C. 4-15-02.

The rates of this Exchange being based upon the carrying of insurance equal to at least 80 per cent of the value of the property, **any exclusion** in the policy form **of any portion of the property rated,** except cost of excavations and foundations below the level of the ground, amounts to an unauthorized reduction of rate and is a violation. Circ. 421, R. C. 10-28-02.

For 100 per cent Average Clause see page 95.

FOUNDATIONS.

Foundations **of buildings** below the level of the ground may be excluded from policy, but not being so excluded, cannot be relieved from the operation of the Average Clause.

Circ. 1061, 3-10-09.

Clauses excluding Foundations from the operation of Average Clause must refer to "foundations below the level of the ground," and **no change in such wording is permissible.**

Circ. 274, M. 10-3-01.

If desired the words "Cost of excavations and" **may be prefixed** to "Foundations below the level of the ground," thereby making the clause read, "Cost of excavations and foundations below the level of the ground." Circ. 569, 12-9-03.

Foundations, excavations and (or) piling may not be excluded in policies covering on piers. Circ. 864, R. C. 12-6-06.

Rule permitting **foundations** below the level of the ground **to be excluded** from policy, refers to the foundations of buildings and **not** to the **foundations of machinery.** Circ. 946, M. 1-22-08.

FURNITURE AND FIXTURES.

Furniture and Fixtures (except where otherwise specified in General Minimum Rates) **rate same as contents,** and are subject to same deductions as contents policy. 11-2-92.

It is **not permissible to include office furniture and fixtures** in a household furniture form. Circ. 962, A. C. 3-18-08.

General Minimums rate not only stocks of merchandise, but **also all property connected with the same.** This prohibits the writing of furniture and fixtures at a rate lower than contents rate.

11-2-92.

When a policy on Furniture and Fixtures is so worded as to make it cover **dynamos or electrical apparatus of any description** (whether exciters, lamps, motors, switches or any other apparatus for generating, utilizing, testing, regulating, or distributing electricity) the **Dynamo Clause** set forth on page 91 of Hand Book **must be attached to policies.** It is not necessary that the electrical apparatus shall be mentioned in specific terms, the clause in question being required to be attached if the **wording of the policy is such** as to cover dynamos or electrical apparatus of any description whatever. Circ. 352, R. C. 4-7-02.

No policy may be written on contents of any rated building occupied for mercantile or manufacturing purposes for any longer period than one year at less than pro rata of the annual rate applying thereto, except that household, store and office furniture and fixtures in use, wherever contained, may be subject to rule governing the insurance of building for a term of years. 1-21-97.

GRADE FLOOR AND BASEMENT.

All policies taking advantage of a reduced rate on account of goods being entirely in grade floor and basement **must contain in the form a stipulation** that this is the only portion of the building in which they cover. 11-2-92.

The matter under heading "Grade floor and Basement" **does not refer or apply to** policies written on risks rated under **Exchange Mercantile Schedule.** Circ. 591, R. C. 2-18-04.

HOUSEHOLD FURNITURE.

Household Furniture in living apartments **shall take the 80 per cent** Average or Co-Insurance Clause; but an endorsement reading, "In case of loss if the value of the property described herein does not exceed $2,500, the 80 per cent Average or Co-Insurance Clause shall be waived," may be attached to policies covering such property when the same is not contained in a hotel or an apartment hotel. Circ. 733-5-22-05.

It is not necessary to **attach the Co-insurance Clause** to policies covering household furniture when same are **transferred to a new locality** if the existing contracts did not under the rules require co-insurance to be attached in the old location, and if the new location is not a furniture warehouse or apartment hotel or other class of risk where co-insurance was required on household furniture even before the vote of May 10, 1905, was passed.
Circ. 748, R. C. 7-11-05.

If Household Furniture in use in living apartments is insured under a policy which also covers under a separate item other property like merchandise or building, the clause required by the rules, and reading, "In case of loss if the value of the property described herein does not exceed $2,500, the 80 per cent Average or Co-Insurance Clause shall be waived," shall be made to refer and apply to the household furniture only. Circ. 762, R. C. 9-14-05.

It is not permissible to allow for 100 per cent Average on policies **covering in household furniture storage warehouses.**
R. C. 10-21-99.

Household Furniture in any Storage Warehouse **may not be written** for more than one year except at full annual rates for each year. Circ. 48, M. 6-24-99.

Where the card does not mention household furniture, and names no general rate for other contents, household furniture **takes the rate of the highest rated contents.** 2-28-96.

Where the card does not mention household furniture by name, but **does** name a general rate for other contents, household furniture **takes such general rate for other contents.** 2-28-96.

The rule making rate for household furniture 50 per cent of highest contents applies only to risks rated under general minimum, and **not to specifically rated risks.** 2-28-96.

Hotel furniture and fixtures may not be written for three years at two and one-half annual premiums **unless stock, materials and supplies are excluded therefrom.** Circ. 1061, 3-10-09.

Household furniture in hotels **belonging to guests** may be written at 2½ times the annual rate. Circ. 356, A. C. 4-15-02.

Household Furniture in Hotels, whether property of landlord or guest, is subject to 80 per cent Average Clause. Also the usual allowance may be made upon such risks for 100 per cent Average Clause. Circ. 94, M. 11-10-99.

If a dwelling-house building form includes "shades, mats, carpets, and other floor coverings," or other **items of personal property properly insurable as contents** of such dwelling, the entire policy must take the highest contents rate instead of the usual building rate. Circ. 118, R. C. 2-13-00.

A policy covering Household Furniture **may be transferred to cover in a storage warehouse** at the pro rata charge of the difference in rate for the time that the policy covers in the warehouse. Circ. 356, A. C. 4-15-02.

In transferring policies on Household Furniture **to cover in** risks coming under the rates for **Flat Houses,** it is not necessary to charge additional premium unless the rate in new location on basis of new rates is higher than the rate in old location on same basis, in which case the difference of rate must be charged for. Circ. 363-4-30-02.

IMPROVEMENTS TO BUILDINGS.

Where improvements to buildings are written separate from the insurance upon the building they must take the rate of the building with 25 per cent of the building rate added thereto, unless such increase shall make the rate higher than the highest contents rate, in which case the highest contents rate shall prevail. Subject to the same rules as building. Circ. 542-9-9-03.

LEASES.

To take same rate and rules as building. Same **commission** as the building. Eighty per cent Average Clause required. No allowance permitted for 100 per cent Average Clause.

If policy specifies so much reduction per month, extinguishing itself by the end of the entire term, **rate may be pro rata,** so that, for example, a three year policy would be charged two annual **rates.** 5-25-96.

If a leasehold policy specifies so much reduction per month, thereby extinguishing itself by the end of its own term, **no Average Clause** shall be required thereon. Circ. 554-10-14-03.

If policies on Leasehold or Use and Occupancy are made to **blanket Household Furniture** or similar personal property they must take same rate as Contents. Circ. 69, M. 8-21-99.

The rate, or principal sum, **may not be "pro-rated"** in the case of a policy **written for one year** and containing a monthly reduction clause. Circ. 669, R. C. 10-10-04.

LISTED STORAGE STORES.

Non-fibre, Fibre, and General Order Stores include stores under the supervision of the New York Board of Fire Underwriters which are regularly inspected and published in book, entitled "List of Storage Stores in the Metropolitan District."

Listed non-fibre storage stores are rated under Mercantile Schedule with a special allowance for occupancy, resulting in a building rate as well as in a base rate for merchandise. These rates are promulgated on cards in cabinet, and the final rates for specific kinds of merchandise contained in such storage stores are obtained by adding to the base rate named the charge shown in "Alphabetical List of Charges for Merchandise in Listed Storage Stores," which list is published separately from this Hand Book. If it is not desired to write merchandise under a "Specific Form" it may be written under one of the forms named below at the charge indicated.

"Merchandise General;" add to the Base Rate of warehouse 100 cents.

"Merchandise Form A;" add to the Base Rate of warehouse 40 cents.

"Merchandise Form B;" add to the Base Rate of warehouse 25 cents.

"Linen and Jute Form," add to the Base Rate of warehouse 20 cents.

All these forms are printed on watermarked paper by the Exchange, and none other than those so printed are permitted to be used.

No allowance may be made on contents of listed storage stores for 100 per cent Average Clause.

Allowance of 10 per cent or 10 cents, as the case may be, for automatic fire alarm and (or) percentage allowance for automatic sprinklers may be made on policies covering listed non-fibre storage stores, building and contents, when so stated on rate cards.

No clause agreeing to pay the **cost of certificating** or re-certificating **cotton** shall be attached to policies.

Circ. 914, S. W. C. 8-21-07.

A policy written to cover in a warehouse, whether private or public, **may not be cancelled pro rata** at request of the insured and re-written at short rates on the same merchandise but under a different name. Circ. 289, R. C. 11-6-01.

Policies covering specific merchandise at a given rate **may not be changed by endorsement** to cover other specific merchandise at a lower, or a higher, or the same rate, but in either case **the policy must be cancelled at short rates** and a new policy issued; neither may any of the Merchandise Forms be substituted one for another or for specific insurance. Circ. 627, S. W. C. 5-17-04.

Where a Listed Storage Store **has cold storage** and is equipped with electric lights under permission from the New York Board of Fire Underwriters, the Electric Light Clause **need not be attached** to policies covering contents. Circ. 380, R. C. 6-16-02.

Forms printed on the watermarked paper of this Exchange must not be curtailed or added to by the tearing off of any portion thereof or by the attachment thereto of additional matter, it being the intention of this Exchange that nothing shall be inserted in filling out such forms except a description of the property insured and its location, the name of the company issuing the policy, and the number of the policy to which such form is attached, and any other treatment of such forms shall be regarded as a violation.
Circ. 781-12-13-05.

It is permissible to add a clause to the policy to the effect that Duties are or are not included, but it is not permissible to attach any clause or wording to our watermarked forms to that effect.
Circ. 781-12-13-05.

LONG ISLAND CITY DWELLINGS AND STORES WITH EXCLUSIVELY DWELLINGS ABOVE GRADE FLOOR.

	Bldg.	H. h. f.
Brick dwellings, either detached or in a row .	.20	.24
Frame dwellings, detached 25 feet or more .	.30	.30
Frame dwellings, detached less than 25 feet, or two or three together	.40	.40
Detached private stables, brick or frame, building and contents		.30
Brick, not detached, no increase for frame in row.		

In frame rows of three or more buildings adjoining or detached less thar 3 feet, add to the detached rate of each frame dwelling or frame private stable and to contents 5 cents for each additional frame dwelling or frame private stable in the row, and 10 cents for each frame store and dwelling or other frame risk in the row.
3-10-96.

	Bldg.	H. h. f.	Min. for Stock.
Brick store and dwelling, either detached or in row	.25	.35	.50
		Bldg.	All Con.
Frame store and dwelling, detached 25 feet or more		.50	.60
Frame store and dwelling, detached less than 25 feet, or two or three together		.70	.80

In frame rows of three or more frame buildings adjoining, or detached less than 3 feet, add to the detached rate of each frame store and dwelling, or other frame risk, and to their contents, 5 cents for each frame dwelling or frame private stable in the row, and 10 cents for each additional frame store and dwelling or other frame risk in the row.

Eighty per cent Average Clause required. Term rates (regular Exchange rule) and all Exchange rules to apply. 12-26-95.

Any frame building within twenty-five feet of a frame risk **brings such risk within the rates** prescribed above for "frame dwellings or frame stores and dwellings detached less than twenty-five feet." Circ. 218, M. 3-23-01.

General Minimum Rates as printed in Hand Book **shall apply to Stocks** in Long Island City Stores with exclusively dwellings above grade floor, except in cases where such rates are less than the minimums required above, when the latter shall apply.
Circ. 170, R. C. 10-12-00.

MACHINERY AT BUILDING RATES.

Machinery pertaining to the service of the building, or the furnishing of power therein, if the property of the owner of the building, may be insured with the building at the building rate; but no manufacturing machine or apparatus shall be included in the above. 7-31-95.

MARKET PRICE.

The use of the following or any similar clause is prohibited:—

"It is a further condition of this insurance that in estimating any loss on said merchandise, the current market price shall be considered the actual or sound value." 5-16-95.

A clause reading, "It is understood and agreed that in case of loss under this policy the amount for which this company shall be liable is **limited to the invoice cost to the Branch, plus freight charges** actually incurred, but subject to a suitable allowance for depreciation, if any depreciation is shown to exist," is in violation.
Circ. 227, R. C. 5-6-01.

MECHANICS' OR WORKINGMEN'S TOOLS

Are exempted from the Ratings and Rules in Woodworkers and other establishments, insurance on same not to exceed $200, and no other insurance to be permitted.

They may not be written at Branch Offices.

Circ. 84, R. C. 10-4-99.

MECHANICS' PRIVILEGE; ORDINARY ALTERATIONS AND REPAIRS.

The following privilege may be allowed without charge:—

"Permission for mechanics to be employed for ordinary alterations and repairs in the within described premises, but this shall not be held to include the constructing or reconstructing of the building or buildings, or additions, or the enlargement of the premises." **Any other form must be charged for** on all classes of buildings or hazards.

The 15 days Mechanics' Privilege **allowed by the Standard Policy** requires no charge.

The insertion of the words "without limit of time," in the above clause after the words "within described premises," **is held to be allowable** if desired—inasmuch as the meaning of the clause is not thereby changed. 11-19-96.

For Builder's Risk; Extraordinary Alterations and Repairs, see page 53.

ORDER IN WHICH DEDUCTIONS SHALL BE MADE.

Deductions from minimum rates as promulgated, if permissible, must be made in the following order:—

1. Allowance for Sole Occupancy.
2. Allowance for Automatic Fire Alarm.
3. Allowance for 100 Per Cent Average Clause.
4. Allowance for Automatic Sprinklers. Circ. 26-5-4-99.

PLANS, DIAGRAMS, ETC., FILED FOR REFERENCE.

When reference is made in a policy form to a schedule, plan, diagram, drawing, or similar supplementary paper, such schedule, etc., shall be filed with an interested member and the name of such member must be stated in the policy form. Circ. 728-5-10-05.

When in a policy form reference is made to a building as bearing an arbitrary designation such as "A," "B," "1," "2," etc., a plan, diagram, drawing, or map, whereon such building with the designation indicated is shown, must be filed with an interested member and referred to in such policy form. Circ. 768-10-11-05.

PRIVATE WAREHOUSES.

Private Warehouses shall be understood to be such as are occupied exclusively by the insured for the storage of the insured's own merchandise in original packages, including merchandise held on commission, or sold but not delivered; in which no cotton or fibre is stored; in which the general business of trading is not carried on; in which no work is done except occasionally breaking packages; packing, repacking, sampling and sorting piece goods and strapping boxes; in which no lights are permitted unless contained in enclosed locked lanterns containing candles or lamps filled with lard, sperm, whale, or signal oil; in which no fire or steam heat is used other than in the office of the storekeeper, and for hoisting; and in which smoking is not permitted on the premises; and an allowance in rate on such risks may be made if a warranty based upon the maintenance of the conditions stated is filed with the Manager. Circ. 379-6-14-02.

Private Warehouses being rated under the Mercantile Schedule as mercantile risks, policies covering merchandise therein **may have allowance** for 100 per cent Average Clause. Circ. 363, R. C. 4-30-02.

A policy written to cover in a warehouse, whether private or public, **may not be cancelled pro rata** at request of the insured and rewritten at short rates on the same merchandise but under a different name. Circ. 289, R. C. 11-6-01.

Policies covering **buildings** which are stated on rate cards to be **occupied as private warehouses need not** have the Private Warehouse Warranty attached; but such warranty must be attached in all cases where policies cover **contents** of a private warehouse. Circ. 632, R. C. 6-1-04.

For Listed Storage Stores see pages 64, 65.

For Private Warehouse Warranty see page 97.

RAILROAD PROPERTY.

All property of Railroad Companies insured under general schedule, also re-insurance of surplus of line of any item of such schedule, **is exempt from rules and rates.** 12-16-96.

This rule **applies only to steam railroads carrying freight and passengers,** and does not apply to any elevated or trolley road located wholly or in part within the jurisdiction of this Exchange. Circ. 142-6-14-00.

Schedule specifically covering **boats and similar floating equipment** of a railroad within the territory of this Exchange **is subject** in all respects to tariff rates and rules.

Ferry property of a railroad, consisting of piers, piling, foundations, bulkheads, bridges, ferry houses, etc., unless written under a general railroad schedule covering all railroad property of the company wherever located, **must be written at specific rates.** Circ. 534, R. C. 8-15-03.

RAINES LAW HOTELS.

A Raines Law Hotel in which the occupancy above grade floor is only nominally and not actually that of a hotel is not subject to specific rate, and may be written at the minimum for Stores and Dwellings, provided the Store and Dwelling Warranty is attached to policies without any qualification whatever, such as, "Privilege to be occupied as Raines Law Hotel," etc. If any clause or privilege is added which in any way restricts or defines the Store and Dwelling Warranty, the risk is taken out of the Store and Dwelling class and becomes subject to the following rates, if not specifically rated, viz: If brick, Contents of Saloon 60 cents, Household Furniture 30 cents, Building 24 cents; if frame, Building and All Contents 75 cents.

When a Raines Law Hotel is specifically rated there is no exemption from such specific rate for the attachment of the Store and Dwelling Warranty. Card rates must be charged, and no changes in occupancy may be recognized until published on rate cards.

REDUCTION OF RATE.

A policy that has been written and gone into effect may have the rate reduced thereon in case that a new lower rate card is put in the cabinet, provided such new lower rate is the result of a change of hazard, and such change may be taken for granted in the case of cards issued after the date of this ruling unless the card has printed thereon the words, "Reduction of Rate Without Change of Hazard" (see Agreement, Section 15). Circ. 53-7-12-99.

REMOVAL OF DEBRIS.

If policies cover cost of removal of debris a specific amount must be named thereon and ten times the building rate charged therefor. Circ. 159-8-8-00.

RENTS AND RENTAL VALUE.

Rents written under Exchange Rent Clause, "occupied only" form (use of which is obligatory) shall take same rate as building, less 25 per cent.

Rental Value shall take same rate as building; Exchange Rental Value Clause, "occupied or vacant" form to be used in all cases. Circ. 628-5-11-04.

When rents are written to cover a portion of a building they shall take same rate as contents of such portion less 20 per cent, but in no case to be less than the building rate. If there is more than one contents rate applying to such portion the highest shall be used. Circ. 749-7-12-05.

Insurance covering **liability of lessees for rent of piers** held under lease from the City may be written at a rate 25 per cent less than that of the pier structure. Circ. 589-2-10-04.

Pew Rents may be written at the rates provided for by rule relating to **Rents.** Circ. 300, R. C. 12-7-01.

Same rules and commissions as the building, but the 80 per cent Average Clause need not be attached, and no allowance may be made for the 100 per cent Average Clause. 10-30-96.

For Rent and Rental Value Clauses see pages 97, 98.

RESTRICTED SPRINKLER SCHEDULE.

Rates made under the Restricted Sprinkler Schedule are strictly net, being based upon 90 per cent co-insurance and "subject to no further deductions whatever." Accordingly no allowance may be made for full co-insurance when that instead of 90 per cent is guaranteed. The requirement of 90 per cent co-insurance applies to blanket policies as well as to specific policies covering risks rated under the Restricted Sprinkler Schedule. Circ. 787, M. 1-4-06.

When a fireproof, semi-fireproof or standard, slow-burning building in course of construction **is intended to be equipped with an installation of automatic sprinklers,** and such risk upon completion will be eligible for rating under the Restricted Sprinkler Schedule, the Manager may state upon the rate card that insurance upon such building, at the usual rate for a building in course of construction, **may be written subject to an understanding** that when the risk is completed, equipped, Restricted Schedule rates named thereon, and permanent insurance is written thereon in stock companies, **a pro rata return premium from inception of risk** will be allowed upon the course of construction policies equal to the difference between the rate charged for them and the Restricted Schedule rate as promulgated, the commission upon such course of construction policies to be the same as if the building was rated under the Restricted Schedule from the outset, viz: five per cent. Circ. 884, 3-12-07.

If a **blanket policy covers** on any property rated under **Restricted Schedule** the entire policy becomes subject to the rate of commission applying to a Restricted Schedule policy, viz.: five per cent. Circ. 904, R. C. 6-29-07.

Blanket rates upon risks rated under the **Restricted Schedule** being based upon values existing at the time they are made, policies written at such rates may not be written **for a longer period than one year,** except at full pro rata of the annual rate. Circ. 912, R. C. 7-26-07.

Where a risk already rated under some other schedule is rated under the Restricted Sprinkler Schedule, existing policies, if offered for reduction to new rate, must be cancelled pro rata with proper return of commission paid on the unearned premium, and rewritten at the new rates subject to 5 per cent commission. This shall also apply in those cases where a policy is offered for transfer from a risk rated under some other schedule to a risk rated under the Restricted Sprinkler Schedule. Circ. 1145, R. C. 3-24-10.

SCHEDULE OR MAKE-UP OF RATES.

No copy of Schedule or Make-up of Rate shall be given out on a manufacturing risk upon which a full survey and full rating have not been made within two years, nor upon any other class of risk upon which a full survey and full rating have not been made within three years, reckoning in each case from the first of the month following the date of the last full survey; and no specifications in correction of faults of management shall be given out in any case where conditions of the risk have not been inspected within six months preceding; nor shall any allowance be made for correction of faults of management that have not been inspected within six months preceding. Circ. 699-2-8-05.

SHORT RATES.

All insurances for a term less than a year shall be charged according to the scale for periods less than one year, but such insurance may be once renewed for the ratio of the premium required for the term for which the original policy or last renewal was made, provided the renewal is made within ten days from the expiration of the policy, and provided the last preceding term was one year, or a term charged for according to the scale of insurance for less than a year, and provided that such policy does not cover in a private or public storage store. Circ. 1003-9-9-08.

All insurances for a term less than one month shall be charged for the portion of a month, according to the short rate scale; but in no case shall this clause be so construed as to conflict with the following clause relating to cancellations, viz:—

A policy may be cancelled at any time at the request of the insured, in which case the Company shall retain the customary short rate for the term the policy has been in force; but in all cases except that of policies on contents of listed storage stores (also grain elevators) written for a month or more, fractional parts of a month shall be charged the full month's premium; no return to be made on a policy written for a period less than one month.

The intention of the above is ruled to be as follows, viz: Policies on contents of listed storage stores may be cancelled for less than one month at short rates for the fractional part of a month; but if both written and carried for more than one month, fractional parts of a month may not be allowed for in cancellations. 6-1-95.

When a policy **written for one year and time,** at the rate of one year and pro rata thereof, **is returned for short rate cancellation** at any date after the period of one year, the time for which the policy has still to run shall be considered as representing the unearned time upon an annual policy, and short rates for the earned time shall be charged upon such annual basis; the difference between that amount and the annual premium being the return premium.

Circ. 917-9-12-07.

These rules **apply to all short rate business,** including Builder's Risk. Circ. 84, R. C. 10-4-99.

In order to secure uniformity of practice in computing short rate of any rate not mentioned in the Uniform Short Rate Table, if the resulting short rate **contains a fraction** less than one half, such fraction shall be **dropped,** but if the result contains a fraction equal to or exceeding one half then the rate shall **include** the next higher unit figure. Circ. 72, R. C. 8-30-99.

Where a **premium** calculated at proper tariff rate results in a fractional part of a cent, if such fraction is **less** than ½ cent it shall be **dropped** from the premium, but if **equal to or exceeding** ½ cent, a full cent shall be **added** to the premium. Circ. 121, A. C. 2-21-00.

An increase in the amount of insurance under a policy **covering a risk other than those permitted to be written by Branch Offices** must be at the short rate called for by the rules for the time for which the increase is made. Circ. 165, R. C. 9-24-00.

Short Rate Tables are to be used **when cancelling policies as well as when writing short term insurance,** and such cancellations must be based upon the premium earned at the short rate shown in tables, and must not be calculated at a percentage of the premium shown in policy. The use in cancelling policies of any other scale of charges than those given in Short Rate Tables is a violation. Circ. 181, M. 11-20-00.

When a cancellation is being made under the Annual Short Rate Table **at a rate not mentioned in that Table,** the earned premium shall be arrived at by taking such percentage of the rate involved as is indicated in the 100 Column of the Table for the time required. Example: Rate 2.30, time 20 days, per cent shown in 100 Column for 20 days = 17; then 17 per cent of 2.30 = .39. Circ. 743, R. C. 6-26-05.

In making *pro rata* cancellations the earned premium must be based upon the number of days that the policy has run, counting 365 days to the year. Circ. 864, R. C. 12-6-06.

Failure on the part of a member **to charge for an endorsement** calling for the payment of an extra premium amounting to 25 cents or more, will be **regarded as a rebate** and a violation and dealt with accordingly. Circ. 189, A. C. 12-3-00.

A policy written to cover in a warehouse, whether private or public, **may not be cancelled pro rata** at request of the insured, and rewritten at short rates on the same merchandise but under a different name. Circ. 289, R. C. 11-6-01.

Pro rata renewals may not be made on Term Policies, such renewals being permissible only on annual policies or on policies issued at proper short rates for a term less than a year, and in no case are such renewals allowable unless made within 10 days from expiration of the policy. Circ. 289, R. C. 11-6-01.

In reinstating a policy after a fire to the original amount, same **may be done at pro rata rates,** it being understood that such reinstatement is subject to the rates then in cabinet.

Circ. 403, R. C. 9-23-02.

In writing at short rates, **if any percentage allowance** is called for, as, for example, full co-insurance, the same must be made from the **annual** rate, and must **not** be made **from the premium** as arrived at by the short rate, nor from the short rate itself.

Circ. 561, R. C. 11-9-03.

The reinstatement of a policy under which a partial loss has occurred **without charging the proper premium** on the amount of such reinstatement at the rates then in the cabinet is a violation, unless the additional premium amounts to less than 25 cents, in which case it may be waived. Circ. 924, A. C. 10-9-07.

Pro rata renewals for periods less than a year **may not be made** of policies covering goods contained in household furniture warehouses. Circ. 1091, M. 6-26-09.

UNIFORM SHORT RATE TABLE

	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.
ANNUAL RATE	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	110	125	150	175	200	225	250	275	300	325	350	375	400	450	500
1 Day	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	3	4	4	5	5	6	6	7	7	8	8	9	10
2 Days	1	1	1	2	2	2	2	2	3	3	3	3	3	4	4	4	4	5	6	7	8	9	10	11	12	13	14	15	16	18	20
3 Days	1	2	2	2	2	3	3	3	3	4	4	4	4	5	5	5	6	6	8	9	10	11	11	13	15	16	18	19	20	23	25
4 Days	2	2	2	2	3	3	3	4	4	4	5	5	5	5	6	6	7	8	9	11	12	14	15	17	18	20	21	23	24	27	30
5 Days	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	8	10	12	13	15	17	18	20	22	23	25	27	30	33
10 Days	3	3	4	4	5	5	6	6	7	7	8	8	9	9	10	10	11	13	15	18	20	23	25	28	30	33	35	38	40	45	50
15 Days	3	4	5	5	6	7	7	8	9	9	10	11	11	12	13	13	15	17	20	23	27	30	33	37	40	43	47	50	53	60	67
20 Days	4	5	6	7	8	8	9	10	11	12	13	13	14	15	16	17	18	21	25	29	33	38	42	46	50	54	58	63	67	75	83
1 Month	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	22	25	30	35	40	45	50	55	60	65	70	75	80	90	100
2 Months	8	9	11	12	14	15	17	18	20	21	23	24	26	27	29	30	33	38	45	53	60	68	75	83	90	98	105	113	120	135	150
3 Months	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	44	50	60	70	80	90	100	110	120	130	140	150	160	180	200
4 Months	13	15	18	20	23	25	28	30	33	35	38	40	43	45	48	50	55	63	75	88	100	113	125	138	150	163	175	188	200	225	250
5 Months	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	66	75	90	105	120	135	150	165	180	195	210	225	240	270	300
6 Months	18	21	25	28	32	35	39	42	46	49	53	56	60	63	67	70	77	88	105	123	140	158	175	193	210	228	245	263	280	315	350
7 Months	19	23	26	30	34	38	41	45	49	53	56	60	64	68	71	75	83	94	113	131	150	169	188	206	225	244	263	281	300	338	375
8 Months	20	24	28	32	36	40	44	48	52	56	60	64	68	72	76	80	88	100	120	140	160	180	200	220	240	260	280	300	320	360	400
9 Months	22	26	30	34	38	43	47	51	55	60	64	68	72	77	81	85	94	106	128	149	170	191	213	234	255	276	298	319	340	383	425
10 Months	23	27	32	36	41	45	50	54	59	63	68	72	77	81	86	90	99	113	135	158	180	203	225	248	270	293	315	338	360	405	450
11 Months	24	29	33	38	43	48	52	57	62	67	71	76	81	86	90	95	105	119	143	166	190	214	238	261	285	309	333	356	380	428	475

11-17-97.

No table other than the above shall be used.

SHORT RATE TABLE FOR TERM POLICIES.

THE FOLLOWING TABLE MUST BE USED.

Time the Policy has been in Force. Compute from date of Policy	If written for Two Years retain	If written for Three Years retain	If written for Four Years retain	If written for Five Years retain
1 month	13 p. ct.	10 p. ct.	8 p. ct.	7 p. ct.
2 months	20 p. ct.	17 p. ct.	12 p. ct.	11 p. ct.
3 months	25 p. ct.	20 p. ct.	16 p. ct.	15 p ct.
4 months	30 p. ct.	23 p. ct.	20 p. ct.	18 p. ct.
5 months	35 p. ct.	27 p. ct.	23 p. ct.	20 p. ct.
6 months	40 p. ct.	30 p. ct.	26 p. ct.	22 p. ct.
7 months	45 p. ct.	33 p. ct.	28 p. ct.	24 p. ct.
8 months	50 p. ct.	37 p. ct.	30 p. ct.	26 p. ct.
9 months	55 p. ct.	40 p. ct.	33 p. ct.	28 p. ct.
10 months	60 p. ct.	43 p. ct.	36 p. ct.	30 p. ct.
11 months	65 p. ct.	47 p. ct.	38 p. ct.	32 p. ct.
12 months	70 p. ct.	50 p. ct.	40 p. ct.	34 p. ct.
13 months	72 p. ct.	53 p. ct.	43 p. ct.	36 p. ct.
14 months	75 p. ct.	57 p. ct.	46 p. ct.	38 p. ct.
15 months	77 p. ct.	60 p. ct.	48 p. ct.	40 p. ct.
16 months	80 p. ct.	63 p. ct.	50 p. ct.	42 p. ct.
17 months	82 p. ct.	67 p. ct.	53 p. ct.	44 p. ct.
18 months	85 p. ct.	70 p. ct.	56 p. ct.	46 p. ct.
19 months	87 p. ct.	72 p. ct.	58 p. ct.	48 p. ct.
20 months	90 p. ct.	73 p. ct.	60 p. ct.	50 p. ct.
21 months	92 p. ct.	75 p. ct.	63 p. ct.	52 p. ct.
22 months	95 p. ct.	77 p. ct.	66 p. ct.	54 p. ct.
23 months	97 p. ct.	79 p. ct.	68 p. ct.	56 p. ct.
24 months	100 p. ct.	80 p. ct.	70 p. ct.	58 p. ct.
25 months	. . . . .	81 p. ct.	72 p. ct.	60 p. ct.
26 months	. . . . .	83 p. ct.	73 p. ct.	62 p. ct.
27 months	. . . . .	85 p. ct.	74 p. ct.	64 p. ct.
28 months	. . . . .	86 p. ct.	75 p. ct.	66 p. ct.
29 months	. . . . .	88 p. ct.	77 p. ct.	68 p. ct.
30 months	. . . . .	90 p. ct.	78 p. ct.	70 p. ct.

NO OTHER TABLE TO BE USED.

(OVER)

SHORT RATE TABLE FOR TERM POLICIES.

(Continued.)

Time the Policy has been in Force. Compute from date of Policy	If written for Two Years retain	If written for Three Years retain	If written for Four Years retain	If written for Five Years retain
31 months		91 p. ct.	79 p. ct.	71 p. ct.
32 months		93 p. ct.	80 p. ct.	72 p. ct.
33 months		95 p. ct.	82 p. ct.	73 p. ct.
34 months		96 p. ct.	83 p. ct.	74 p. ct.
35 months		98 p. ct.	84 p. ct.	75 p. ct.
36 months		100 p. ct.	85 p. ct.	76 p. ct.
37 months			87 p. ct.	77 p. ct.
38 months			88 p. ct.	78 p. ct.
39 months			89 p. ct.	79 p. ct.
40 months			90 p. ct.	80 p. ct.
41 months			92 p. ct.	81 p. ct.
42 months			93 p. ct.	82 p. ct.
43 months			94 p. ct.	83 p. ct.
44 months			95 p. ct.	84 p. ct.
45 months			97 p. ct.	85 p. ct.
46 months			98 p. ct.	86 p. ct.
47 months			99 p. ct.	87 p. ct.
48 months			100 p. ct.	88 p. ct.
49 months				89 p. ct.
50 months				90 p. ct.
51 months				91 p. ct.
52 months				92 p. ct.
53 months				93 p. ct.
54 months				94 p. ct.
55 months				95 p. ct.
56 months				96 p. ct.
57 months				97 p. ct.
58 months				98 p. ct.
59 months				99 p. ct.
60 months				100 p. ct.

NO OTHER TABLE TO BE USED.

5-21-96.

SOLE OCCUPANCY.

In risks **not specifically rated,** but written under General Minimum Rates, sole occupancy allowance is permitted only on the stock of a sole occupant having a † prefixed for that occupancy in the list of General Minimum Rates.

No allowance to specifically rated risks for Sole Occupancy, Automatic Fire Alarm, or Automatic Sprinklers may be made at the counter, but all such allowances shall be computed in the Manager's office and the resulting net rate promulgated. Circ. 722-4-12-05.

Sole occupancy allowance applies only in and on buildings occupied throughout by one occupant, for one business, and such allowance **may not be made** where the insured carries on a business on the grade floor and occupies all the floors above the grade for his own dwelling. Circ. 206, R. C. 2-9-01.

Sole Occupancy Warranty is required and shall read as follows: "Warranted by the assured that the building herein described is occupied exclusively by one tenant." Circ. 324, M. 2-4-02.

It is a violation to give privilege "for existing and other occupations," **whether in those words or others of similar import,** upon policies containing warranty for sole occupancy.
Circ. 1093, A. C. 7-1-09.

SOLICITORS.

A solicitor must be a salaried employee **representing one office only,** and the representation by him of more than one office is a violation of the spirit of the Agreement. Circ. 1034, A. C. 12-16-08.

STORES AND DWELLINGS.

Buildings (and their contents) occupied as bakeries, other than retail, furniture stores, hay and straw dealers, junk stores, oil and petroleum stores, oiled clothing stores, painters' supply stores and (or) painter other than jobbing painter not keeping supplies, photograph galleries, printers, rags, waste and paper stock dealers, upholsterers, mattress makers, and woodworkers, are subject to specific rating and are not of the class of stores and dwellings permitted to be written by Branch Offices under Section 18, paragraph (f), and the commission allowable on such risks shall not exceed 15 per cent. Circ. 444, A. C. 12-22-02.

A **jobbing painter** with usual supplies of paint, benzine, etc., in a building occupied above grade floor for dwelling purposes exclusively, takes risk out of the store and dwelling class and **renders the same subject to specific rate.** If the said painter keeps only his ladders and scaffolds and a few paint pots of the day's use, but no supplies, the risk is not subject to specific rate.

The rule requiring that certain first floor occupancies shall remove the store and dwelling risks in which they exist from the Branch Office class does not operate to prevent the attachment of the Apartment House Personal Property Limitation Clause in cases where the occupancy above the first floor is as required by rule on page 40 of Hand Book. Circ. 1063, M. 3-24-09.

The presence in a store and dwelling risk of a confectioner using a gas engine does not take such risk out of the store and dwelling class. Circ. 339, R. C. 3-10-02.

The presence of a small **gas engine in a store and dwelling risk** does not operate to take such risk out of the store and dwelling class. Circ. 403, A. C. 9-23-02.

When the specific rating of a store and dwelling risk **because of height and area** results in the promulgation of rates no higher than the regular minimums applying thereto **no application for re-rating on account of a change of occupancy need be made,** unless such change involves entry into the risk of a class of hazard like printers, upholsterers, woodworkers, etc., which, under the rules, takes the risk out of the class of stores and dwellings permitted to be written by Branch Offices and makes it subject to specific rating.
Circ. 939-12-11-07.

Where a store and dwelling risk is occupied by a "motion picture" lantern exhibition (Biograph, Cinematograph, Phantoscope, Vitascope, etc.), the same thereby **becomes subject to specific rating,** and no endorsements shall be made, or policies written, recognizing such motion picture occupancy, except under specific rates duly promulgated in cabinets. Circ. 900-6-12-07.

In the case of a specifically rated dwelling or store and dwelling, the card for which bears the notation "Branch Office Risk," **it is a violation not to attach** the Dwelling Warranty or the Store and Dwelling Warranty (as the case may be) to policies covering thereon. Circ. 1104, A. C. 8-27-09.

The stipulation required by the rule regarding dwelling occupancy above grade floor **must take the form of a warranty** as follows: "Warranted by the assured that the within described building is occupied exclusively for dwellings above the first or grade floor."
Circ. 324, M. 2-4-02.

In Buildings **formerly high stoop dwellings,** the floor formerly the parlor floor is the second floor. In buildings **formerly English basement** dwellings, the floor formerly having the main entrance is the grade floor.

In a High Stoop risk the number of steps leading to the parlor floor exceed the number of steps leading to the basement, while **in an English basement risk** the number of steps leading to the parlor floor are less than those leading to the basement.
Circ. 289, R. C. 11-6-01.

Where dressmaking and (or) millinery are carried on with not more than five hands in living apartments of buildings otherwise occupied exclusively as dwellings and (or) as stores with exclusively dwellings above grade floor, such limited occupancy shall not affect the rate, **providing there is no salesroom** in connection with the business named; and the usual commission payable upon dwellings or stores with exclusively dwellings above, may be allowed upon policies covering such limited occupancy. Circ. 197, A. C. 12-26-00.

If a policy is issued covering store and dwelling risk with warranty attached, and subsequently a request is made **to remove the Store and Dwelling Warranty** for the reason that merchandise is then contained above first floor, the company **must cancel the policy pro rata** and re-write to expiration, and the **commission** upon such re-written policy **shall not exceed** that which, under the rules, is permitted to be paid on risks other than those which may be written by Branch Managers, viz: **15 per cent.** Circ. 341, A. C. 3-12-02.

If a policy is issued covering store and dwelling risk with warranty attached, and **subsequently** a request is made to **permit occupancy** of the store for hand power printer, carpenter, paint store or other business **that would take the risk out of the class** that Branch Managers are permitted to write, the Company must cancel the policy pro rata and re-write to expiration, and commission upon such rewritten policy shall not exceed that which, under the rules, is permitted to be paid on risks other than those which may be written at Branch Offices, viz: 15 per cent. Circ. 441, R. C. 12-16-02.

SUBSTITUTION OF NEW FORM ON POLICIES.

Where a new form is asked to be substituted on policies, the same may only be done subject to the rate **which then applies to the risk.** Circ. 734, R. C. 5-24-05.

TERM POLICIES.

Annual rate the first year and 75 per cent of the annual rate for each subsequent year. Any period more than one year makes a term policy.

No policy may be written on **contents** of any rated building occupied for mercantile or manufacturing purposes for any longer period than one year at less than pro rata of the annual rate applying thereto, except that household, store and office furniture and fixtures in use, wherever contained, may be subject to rule governing the insurance of building for a term of years. 1-21-97.

Contents of all classes of stables, except private family stables, may not be written for more than one year at less than full pro rata rates. Circ. 438-12-10-02.

Pro rata renewals may not be made on Term Policies, such renewals being permissible only on annual policies or on policies issued at proper short rates for a term less than a year, and in no case are such renewals allowable unless made within 10 days from expiration of the policy. Circ. 289, R. C. 11-6-01.

Pro rata renewals for period less than a year **may not be made** of policies covering goods contained in household furniture warehouses. Circ. 1091 M. 6-26-09.

TRANSFERS.

Policies transferred from one risk to another must pay the rate of the new location, and the proper premium, if higher rate, must be charged pro rata.

It is not necessary **to attach the Co-Insurance Clause** to policies covering household furniture when same are **transferred to a new locality** if the existing contracts did not under the rules require co-insurance to be attached in the old location, and if the new location is not a furniture warehouse or apartment hotel or other class of risk where co-insurance was required on household furniture even before the vote of May 10, 1905, was passed.
Circ. 748, R. C. 7-11-05.

Reinstatement of a policy after a fire to the original amount is new insurance, and may be done at pro rata rates, subject to new rate if any.

Increase of line is also new insurance and is subject to new rate if any.

It is not permissible to **transfer** insurance from a storage warehouse, private or public, to the **insured's place of business** in the Dry Goods District, or elsewhere, upon payment of the proper rate in the new location. Circ. 63, R. C. 8-4-99.

It is not permissible **to transfer** insurance from the **insured's place of business** to cover in a storage warehouse, private or public. Circ. 69, R. C. 8-21-99.

In **transferring** Household Furniture or Stocks of Merchandise **to a new location,** if the transfer is to a building not rated higher than the former building is rated at the time of such transfer, the same may be made without extra charge, but if the rate at the new location is in excess of the present rate at the old location, additional charge must be made. Circ. 88, R. C. 10-17-99.

The provisions of Section 16 of Agreement **do not apply** to the transfer of Personal Household Furniture **from a storage warehouse to a dwelling.** Circ. 140, A. C. 6-1-00.

A policy covering household furniture **may be transferred to cover in a storage warehouse** at the pro rata charge of the difference in rate for the time that the policy covers in the warehouse.
Circ. 356, A. C. 4-15-02.

In transferring policies on household furniture **to cover in** risks coming under the rates for **Flat Houses** it is not necessary to charge additional premium unless the rate in new location on basis of new rates is higher than the rate in old location on same basis, in which case the difference of rate must be charged for.
Circ. 363, M. 4-30-02.

UNOCCUPIED BUILDINGS.

Not to include buildings in course of construction or dwellings. Rate, 50 cents.

Unoccupied buildings in course of reconstruction no matter what their previous occupancy was, whether dwellings or otherwise, must be written at the Unoccupied building rate plus district or other advance (if any) plus charge for builders risk. Unoccupied buildings in course of reconstruction **may not take advantage of the rules applying to buildings in course of construction.**

Circ. 1038, M. 12-29-08.

The following warranty is required for buildings insured as unoccupied:—

"Warranted by the assured that the building herein insured is unoccupied, and that when occupied, in whole or in part, this Company is to be notified and rate adjusted; and unless so notified and endorsed hereon this policy shall be void." Circ. 324, M. 2-4-02.

The Unoccupancy Warranty is not required on policies covering a building in course of construction if same at completion is to be of a class that a Branch Manager may write, and if such policies are written under form adopted by the Exchange July 9, 1902, viz: "On.....building while in course of construction or while occupied for....." Circ. 468, M. 2-24-03.

The Manager will, upon application and after verification by survey, **re-rate** specifically as an unoccupied building any building in course of construction that **is completed and awaiting tenant.**

UNSAFE HEATING APPARATUS.

When unsafe heating apparatus is found in a risk a charge therefor is made in the rate, which charge will be removed if the unsafe conditions are remedied. If the report of unsafe conditions originates with the New York Board, the rate card in cabinet gives a reference to the Board Slip on which the risk was reported to members, and in such cases the Board must be consulted as to how the faulty conditions may be remedied. When no reference is made on card to a Board Slip the charge originates with the Exchange, and this office should be consulted as to a remedy.

Where defects in heating, electrical, or other apparatus are reported by the New York Board of Fire Underwriters as having remained uncorrected for sixty days, the Manager is authorized to promulgate an increased rate thereon, based upon an addition to rate of from 10 to 25 cents, or such additional amount as the Rate Committee may determine. Such increase of rate to stand until a certificate from the Board that such defects have been corrected is presented to the Manager, when such increase may be withdrawn. 7-30-95.

Where defects in heating, electrical, or other apparatus in risks located within the territory of this Exchange are reported by the National Board of Fire Underwriters as having remained uncor-

rected for sixty days, the Manager is authorized to promulgate an increased rate on such risks based upon the addition to the rate of from 10 to 25 cents, or such additional amount as the Rate Committee may determine, such increase of rate to stand until a certificate from the Board that such defects have been corrected is presented to the Manager, when such increase may be withdrawn. Circ. 1031-12-9-08.

USE AND OCCUPANCY.

Use and Occupancy shall take same rate as contents, less 25 per cent, but in no case to be less than the building rate; and if there be more than one tenant the contents rate for each tenant shall govern. If a tenant has more than one contents rate, his highest rate shall be used. Circ. 739-6-14-05.

Same rules and commissions as the building; the 80 per cent Average Clause need not be attached, and no allowance may be made for the 100 per cent Average Clause. 10-30-96.

Policies covering use and occupancy, or other interest dependent on duration of interruption of business because of fire, **and naming a per diem indemnity,** must limit such per diem indemnity to not exceeding 1/300th of their face amounts. Circ. 1122-11-11-09.

WAIVER CLAUSES IN VIOLATION.

Clauses or phrases waiving in general terms any condition of the printed policy contract are ruled against when they permit the establishment of a hazard greater than contemplated by rate in cabinet or tend to cover property excluded by the printed conditions of the policy. A complete list of such objectionable clauses is impossible, but examples of some are as follows:—

"Errors and omissions in description of the property shall not prejudice this policy."

"Errors and omissions in the description of the location shall not prejudice this policy."

"Errors and omissions in the description of the property or location of the property shall not prejudice this policy."

"Any errors in the description, situation or location of any building or property mentioned in this schedule shall not operate to the prejudice of the assured."

"And all articles not otherwise enumerated."

" It is understood and agreed that this insurance shall not be invalidated by any tenant in said building, providing the owner notify this Company of any increase of hazard which shall come to his knowledge or in case the knowledge of such act or neglect has come to the New York Board of Fire Underwriters."

Circ. 525, A. C. 7-23-03.

"In case of total or partial loss on pictures this Company is to pay full amount insured on all pictures damaged or destroyed, the damaged articles becoming the property of the Insurance Company," is in violation of the Standard Policy, which provides that "it shall be optional with this Company to take all or any part of the articles at such ascertained or appraised value, etc."

Circ. 743, A. C. 6-26-05.

A clause reading, "This policy shall not be invalidated **by any act or neglect of** any tenant, or sub-tenant, or occupant, or **by the occupation of** the premises for purposes **more hazardous** than permitted by this policy, or by the erection or occupation of adjacent buildings," is in violation. Circ. 98, R. C. 12-8-99.

The writing, or attachment, or appending, or granting, of a Mortgagee Clause reading **inter alia** "without deduction by reason of the provisions of any average, co-insurance or percentage clause contained in the policy," or words to that effect, or the writing or issuing of policies under an agreement or with the understanding that the same are to be considered as having such a Mortgagee Clause attached, is a violation. Circ. 792, A. C. 2-2-06.

The words "and on other property whether required to be specifically mentioned or not" or the words "and on other personal property," or any words of similar purport and effect in a household furniture form are in violation, where such phrases undertake in general terms to cover articles which the Standard Policy declares to be excluded unless specifically mentioned.

Circ. 941, A. C. 12-17-07.

A clause reading, "It is understood and agreed that this insurance is not prejudiced by change of interest subsequent to the date of this policy," is contrary to the rules, and will be considered a violation. Circ. 370, A. C. 5-24-02.

All of the foregoing and others of similar purport have been declared to be in violation.

WAREHOUSEMAN'S POLICIES.

Policies covering for Warehouseman on **Accrued Charges** on property in his storage warehouse (unless rated as a Listed Storage Store under Exchange Mercantile Schedule, or as a Furniture Storage Warehouse) may be written on a rent basis; that is, building rate, less 25 per cent, for 100 per cent Average Clause.

12-2-96.

If warehouse is rated as a Listed Storage Store **under Exchange Mercantile Schedule, rate for Accrued Charges** is obtained by adding 35 cents to the base rate shown on card.

Circ. 358, S. W. C. 4-17-02.

Accrued Charges in **Furniture Storage Warehouses** take same rate as contents. Circ. 387-7-9-02.

In warehouses rated as Listed Storage Stores under Exchange Mercantile Schedule, Warehouseman's **Error and Omission Policies** shall take a rate based upon a charge of 25 cents being added to base rate of warehouse covered. No co-insurance clause required. Policies covering blanket in more than one warehouse may not be written. Circ. 701, S. W. C. 2-10-05.

Warehouseman's Furniture and Fixtures, Tools and Implements used in his business shall take a rate based upon a charge of 25 cents being added to base rate of warehouse covered.

Improvements to building owned by Warehouseman may be insured with above if desired.

Clauses, Privileges and Warranties.

APARTMENT HOUSE PERSONAL PROPERTY LIMITATION CLAUSE.

The following clause may be attached at the building rate to policies on buildings occupied for apartment houses:—

"Personal property, if any, belonging exclusively to the assured hereunder and in actual use solely for the furnishing of such apartments, viz.: oil cloths, carpets, and matting on halls and stairs; and window shades contained therein; also awnings belonging to said building attached to or stored therein; also fuel contained and intended for use therein; are covered hereunder."

Circ. 884-3-12-07.

The Apartment House Personal Property Limitation Clause may be attached only to policies covering buildings occupied for Apartment Houses, and may not be used on policies covering buildings occupied as dwellings or occupied as stores and dwellings, unless the occupancy of the latter above grade floor is for an apartment house, as defined by the Arbitration Committee, viz: a building in which apartments are rented to tenants whose housekeeping is conducted in their own apartments respectively.

If a **Dwelling House form includes** "shades, mats, carpets and other floor coverings," or other items of personal property properly insurable as contents of such dwelling, **the entire policy** must take the **highest contents rate** instead of the usual building rate.

Circ. 118, R. C. 2-13-00.

The rule requiring that certain first floor occupancies shall remove the store and dwelling risks in which they exist from the Branch Office class does not operate to prevent the attachment of the Apartment House Personal Property Limitation Clause **in cases where the occupancy above the first floor** is as required by rule on page 40 of Hand Book. Circ. 1063, M. 3-24-09.

The attachment of the **Apartment House Personal Property Limitation Clause is permissible only upon** policies covering buildings occupied for **apartment houses,** and "two-family houses" are not apartment houses. Accordingly if shades, mats, carpets, and similar items of personal property contained in two-family houses are desired to be insured on behalf of the owner of the building **they must be written under a separate item** and at the rate for contents. Circ. 1114, M. 10-11-09.

APPRAISALS FOR CO-INSURANCE.

When it is desired to insure buildings held by trustees, executors, administrators, or others acting in a fiduciary capacity on behalf of minor heirs or incompetent persons, and such parties wish to have fixed in advance the amount that may be required to comply with the provisions of the Co-Insurance or Average Clause, they may, at their own expense, procure an estimate of such insurable value from one or more of the appraisers elected by this Exchange as hereinafter provided.

Circ. 935, 1162, 11-13-07, 6-9-10.

Such Appraisers shall be residents of the Metropolitan District; they shall be practical builders in good standing. They shall in each case be recommended to the Exchange in writing by not less than five (5) of its members. When so recommended they shall first be approved by the Executive Committee, and when so approved their names shall be submitted by the Manager, by circular, to each member, not less than one week prior to any regular meeting, and when action is taken, the affirmative vote of 80 per cent of those present and voting shall be necessary to an election.

Any Appraiser elected by this Exchange who shall be charged by any member with having abused the trust reposed in him, shall, on the motion of any member, after one week's notice has been given in writing, have his name expunged from the list of Appraisers by a majority vote of the Exchange at any regular meeting.

The certificate to be given by such Appraiser shall read as follows:

Either, No. 1.—I hereby certify that I have carefully examined the.....story.....building and additions, situate No.....Street, and occupied for..... purposes, and after taking its dimensions and figuring upon the present cost of erecting a new building similar in size and construction to that now existing, and making a proper allowance for depreciation, I am of opinion that the present value of same, including permanent fixtures, but excluding cost of excavations and foundations, does not exceed the sum of.....dollars ($.....).

N. B.—A round sum must be given.

Or, No. 2.—I hereby certify that I have carefully examined the .....story.....building and additions, situate No.....Street, and occupied for.....purposes, and after taking its dimensions and figuring upon the present cost of erecting a new building similar in size and construction to that now existing, and making a proper allowance for depreciation, I am of opinion that the present value of same, including permanent fixtures, but excluding cost of excavations, does not exceed the sum of .....dollars ($.....).

N. B.—A round sum must be given.

Upon the receipt by the Manager of such Certificate from an appraiser regularly elected, accompanied by an affidavit in such form

as the Executive Committee may require, he shall present same to the Executive Committee for approval, and when so approved he shall promulgate such fact upon the rate card, stating that such Certificate has been filed with him, giving the name of the Appraiser and the amount certified to, and upon the promulgation of such Certificate (but not before) any member may endorse upon his policy covering such building a clause which shall read as follows:—

Circ. 935-11-14-07.

"Upon the Certificate of.....(name to be given) .....filed with the New York Fire Insurance Exchange, and dated.....19.., it is hereby agreed that the maintaining of insurance of.....dollars ($..) on the building described herein (including) (excluding) excavations and foundations, is a compliance with the conditions of the Average Clause hereto attached."

The amount to be specified in the foregoing endorsement shall be not less than 80 per cent of the sum certified to by the Appraiser, if the 80 per cent clause be attached, and not less than the full sum if the 100 per cent Average Clause is used.

In the event of two or more Certificates applying to one and the same building being filed with the Manager at the same time by different Appraisers, the Executive Committee is directed to accept that which shall specify the greater amount. The Executive Committee may, at its discretion, call for a new Certificate upon any property, and thereupon the existing Certificate shall be considered as no longer approved by the Executive Committee and record thereof shall be removed from the rate cards of the Exchange.

Circ. 589-2-10-04.

No Appraiser's certificate shall be approved, and no endorsement relating thereto shall be made upon the policy, except in the form above provided—*verbatim et literatim.* 2-20-96.

When appraisals for co-insurance purposes are filed upon risks not subject to specific rating, thereby necessitating promulgation of a card to set forth such appraisal, the sum of $1.50 must be paid before card will be promulgated.

Until otherwise ordered by vote of the Exchange the number of appraisers for co-insurance purposes shall not exceed twenty, and the Executive Committee is instructed to recall at any time the appointment of any appraiser whose record of appraisals turned in goes to show that there is no adequate demand for his services, due notice of such recall being given to all members of the Exchange, Circ. 900-6-12-07.

APPRAISERS.

Authorized under rule relating to valuation of buildings as a basis for the Average Clause:—

Barrow, William, 62-64 William Street, New York City.
Buckley, O. K., 28 Lenox Road, Borough of Brooklyn.
Carl, John H., 510-514 First Avenue, New York City.

Clark, J. W., 86 Roosevelt Street, New York City.
Eidlitz & Son, Marc., 489 Fifth Avenue, New York City.
Hawkes, Henry, 46 Cedar Street, New York City.
Herman's Son, Philip, 407 West 14th Street, New York City.
Hines, Frank H., 104 West 124th Street, New York City.
Moore, William J., 1 West 68th Street, New York City.
Schumann, Charles H., 280 Broadway, New York City.
Small, Franklin H., 365 Broadway, New York City.
Webster, Frederick, 16 Cedar Street, New York City.
Webster, Lewis C., 59 William Street, New York City.

AUTOMATIC FIRE ALARM CLAUSE.

The entire building containing the property hereby insured having been equipped with the Automatic Fire Alarm Signal Telegraph, in accordance with the Rules and Regulations of the New York Board of Fire Underwriters, and a certificate to that effect issued by authority of said Board, this policy is issued at a reduced rate of premium; and in consideration of such reduced rate, it is hereby made a condition of this policy that the assured shall use due diligence that such equipment shall continue to be maintained during the full term of this insurance. 6-20-95.

AUTOMATIC SPRINKLER CLAUSE.

Required on all policies covering risks having an approved sprinkler system:—

It is hereby made a condition of this policy that the insured shall use due diligence to maintain in full working order during the term of this insurance the automatic sprinkler equipment now in use, and that no change shall be made in such system without the approval of the New York Fire Insurance Exchange or the New York Board of Fire Underwriters, and that if such sprinkler equipment is not automatically connected with a central fire alarm station in a manner approved by said Exchange or Board, the insured shall maintain a watchman with an approved watch clock during the hours when the premises are not regularly in operation, and when closed or whenever such automatic fire alarm signal station is temporarily disconnected. Circ. 739, 773-6-14-05, 11-8-05.

Where rate card requires **a warranty for steam pump** members must add after the word "use" (4th line) in above clause the words, "and also steam sufficient to operate the steam pump connected with said equipment."

AUTOMOBILE STORAGE STABLES; GARAGES.

Where cards covering rates in automobile storage stables call for a warranty as to the number of automobiles to be stored, or as to the quantity of gasolene permitted, or similar requirements, such warranty shall be required only on policies covering the owners of the buildings and the proprietors of such storage stables.

CLEAR SPACE WARRANTY.

When rate card in cabinet calls for the maintenance of a clear space, the following form of warranty shall be used:—

"Warranted by the assured that a clear space of.....feet shall hereafter be maintained between the property hereby insured and any woodworking or manufacturing establishment or dry kiln, and that said space shall not be used for the handling or piling of lumber thereon for temporary purposes; tramways, upon which lumber is not piled, alone being excepted; but this shall not be construed to prohibit loading or unloading within, or the transportation of lumber and timber products across such clear space; it being specially understood and agreed by the assured that any violation of this warranty shall render this policy null and void."

Circ. 178-11-14-00.

CLAUSE COVERING PROPERTY HELD ON STORAGE AND/OR FOR REPAIRS.

The following clause shall be attached to policies covering property held on storage or for repairs and on which a limitation as to liability for loss by fire shall have been fixed or agreed upon, it being understood that the clause shall apply only in those cases where the rate card so states, and that where the rate card does not so state and the member issuing the policy has information that goods are received which come within the terms of the clause the member issuing the policy shall notify the Exchange that the proper notification may be placed on the card:—

"In case of loss upon property held by the insured on storage and/or for repairs, and on which a limitation as to liability of the insured to the owner or owners for loss by fire shall have been fixed or agreed upon, by the issue of receipt or otherwise, it is agreed that the 'actual cash value' of such property within the meaning of the 'Average Clause' hereto attached and Line 1 of the printed conditions of the policy, and the 'ascertained or appraised value' of such property, within the meaning of Line 4 of said printed conditions, shall in no case exceed the amount of such limit of liability so fixed or agreed upon; and the optional right of this company to take the whole or any part of such property, provided for in Lines 4 and 5 of said printed conditions (as thus interpreted) shall be secured to this company by the insured, on demand, or claim for loss thereon wholly waived." Circ. 1139-2-10-1910.

CLAUSES MUST BE ATTACHED IN FULL.

When a clause of any kind, approved or sanctioned by the Exchange, is required to be attached to or is called for upon a policy, it must be written, printed or stamped thereon or attached thereto in full; and any words, phrases or expressions conveying the idea that such clause is made and is to be considered a part of the policy contract by being merely mentioned or referred to

by name, such as "all rights, benefits and privileges of the following standard clauses granted, whether affixed or attached hereto, or stamped or endorsed hereon or not, viz.: Lightning, Electric Light and Motor, Mechanic's Permit, Work and Materials," are a violation. Circ. 708, A. C. 3-8-05.

CONSEQUENTIAL LOSS EXCLUSION CLAUSE IN COLD STORAGE STORES.

The following clause shall be attached to policies covering on merchandise in cold storage stores receiving their refrigeration from a central plant or other outside source:—

"This Company shall not be liable under this policy for loss occasioned through partial or total disablement of any refrigerating plant or by interruption of connection therewith, whether such disablement or interruption is caused by fire or otherwise."

Policies written on risks involving cold storage hazard (other than breweries) may be written at the Exchange rate if the Consequential Loss Exclusion Clause is attached.

In the case of cold storage stores **supplied from a duplicate refrigerating plant**, the Rate Committee may, at its discretion, authorize the omission of the Consequential Loss Exclusion Clause, such fact being stated along with promulgations of the rate. Circ. 142-6-14-00.

Double the Exchange rate shall be charged on policies written on risks (other than breweries) involving cold storage hazard if written **without the above clause** being attached.
Circ. 142-6-14-00.

The Consequential Loss Exclusion Clause **must be attached** not only to policies covering in cold storage stores but to **all policies on risks** (other than breweries) **involving cold storage hazard.** Circ. 165, M. 9-24-00.

The Consequential Damage Exclusion Clause **must be attached** to policies covering goods on cold storage **in Hudson River Stores.**
Circ. 139, R. C. 5-24-00.

DISTRIBUTION CLAUSE.

"It is understood and agreed that the amount insured by this policy shall attach in each of the above-named premises in that proportion of the amount hereby insured that the value of property covered by this policy, contained in each of said places, shall bear to the value of such property contained in all of above-named premises."

DWELLING AND FLAT HOUSE WARRANTIES.

To cover the distinction between "Dwellings" and "Flat Houses" one or the other of the following warranties shall be used:—

Dwelling Warranty: "Warranted by the assured that the within described building is occupied exclusively for dwelling purposes by not more than two families."

Or include in the form the words: "While occupied exclusively for dwelling purposes by not more than two families."

Circ. 355-4-9-02.

Flat House Warranty: "Warranted by the assured that the within described building is occupied exclusively for dwelling purposes."

Or include in the form the words: "While occupied exclusively for dwelling purposes." Circ. 355-4-9-02.

The presence of boarders in a dwelling does not remove such risk from the dwelling house class. Circ. 373, M. 6-3-02.

In the case of a specifically rated dwelling or store and dwelling, the card for which bears the notation "Branch Office Risk," **it is a violation not to attach** the Dwelling Warranty or the Store and Dwelling Warranty (as the case may be) to policies covering thereon. Circ. 1104, A. C. 8-27-09.

DYNAMO CLAUSE.

On all policies covering dynamos or other electrical apparatus mentioned in the following clause, such clause must be attached:—

"This insurance shall not cover any loss or damage to dynamos, exciters, lamps, motors, switches or any other apparatus for generating, utilizing, testing, regulating or distributing electricity, caused by electric current, whether artificial or natural."

The following clause may be used in Electric Light and Power Stations instead of the regular Dynamo Clause, but one or the other must be used:—

"This insurance shall not cover any loss or damage to dynamos, exciters, lamps, motors, switches or any other apparatus for generating, utilizing, testing, regulating or distributing electricity, caused by electric current, whether artificial or natural, where the cause of loss or damage originates within, and the loss or damage is confined exclusively to said dynamo, exciter, lamp, motor, switch or other apparatus as above referred to." 5-21-96.

A building policy covering premises occupied as a power house and electric light station with form including "electric apparatus, dynamos, engines, boilers and connections," **requires the 100 per cent Average Clause.** Circ. 58, M. 7-25-99.

When a policy on Furniture and Fixtures is so worded as to make it cover **dynamos or electrical apparatus of any description** (whether exciters, lamps, motors, switches or any other apparatus for generating, utilizing, testing, regulating or distributing electricity) the **Dynamo Clause** as set forth above **must be**

attached to policies. Attention is called to the fact that it is not necessary that the electrical apparatus shall be mentioned in specific terms, the clause being required to be attached if the wording of the policy is such as to cover dynamos or electrical apparatus of any description whatever. Circ. 352, R. C. 4-7-02.

For Dynamo Clause covering Telephone and Telegraph Station Plant, see page 98.

EIGHTY PER CENT AVERAGE CLAUSE.

New York Standard 80 per cent Average Clause, with Exemption of Special Inventory or Appraisement in certain cases, is as follows:

"This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to eighty per centum (80%) of the actual cash value of said property at the time such loss shall happen.

"In case of claim for loss on the property described herein, not exceeding five per cent (5%) of the maximum amount named in the policies written thereon and in force at the time such loss shall happen, no special inventory or appraisement of the undamaged property shall be required.

"If the insurance under this policy be divided into two or more items, these clauses shall apply to each item separately."

If desired to be used without exemption of special inventory or appraisement, the form of this clause shall be as follows:—

"This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to eighty per centum (80%) of the actual cash value of said property at the time such loss shall happen.

"If the insurance under this policy be divided into two or more items, this Average Clause shall apply to each item separately." Circ. 345-3-13-02.

For eighty per cent Average Rules, see page 59.

No other clause than the above and no modification of the above clause may be used.

No guarantee of a stated amount **may be substituted** or added so as to interfere with the free operation of the above clause, except in accordance with rule for Appraisals for Co-Insurance.
3-3-96.

The **rates of this Exchange being based** upon the carrying of insurance equal to at least 80 per cent of the value of the property, **any exclusion** in the policy form **of any portion of the property rated,** except foundations below the level of the ground, amounts to an unauthorized reduction of rate and is a violation.
Circ. 421, R. C. 10-28-02.

Wherever in the rules and rulings of this Exchange the words "80 per cent co-insurance" occur, the words "80 per cent average" are hereby substituted, and wherever the words "full co-insurance" occur, the words "one hundred per cent average" are hereby substituted therefor, **except where such rules and rulings apply to risks situate in New Jersey, or to Floater Forms Nos. 1 to 8 or risks insured thereunder.** Circ. 345-3-13-02.

ELECTRIC LIGHT CLAUSE.

All policies issued within the jurisdiction of this Exchange must have stamped thereon, or attached thereto, the following clause:—

"New York Standard Clause Forbidding the Use of Electricity. —This entire policy shall be void if electricity is used for light, heat or power in the above-described premises unless written permission is given by this Company hereon."

Permission for the use of electricity, the above Forbidding Clause being first attached to policy, may be given in any one of the following forms:—

"Privileged to use electricity in the above-mentioned premises for light (*); it being hereby made a condition of this policy that where the equipment is owned or controlled in whole or in part by the assured, a Certificate shall be obtained from the New York Board of Fire Underwriters, and that no alterations shall be made in that portion of the equipment owned or controlled by the assured after Certificate is issued without notice thereof being given to the said Board."

(*) Insert "and (or) heat" "and (or) power" if desired.

Circ. 519, 617-7-8-03, 4-13-04.

The words "and (or) heat and (or) power" may be inserted in the Electric Light Clause, provided the power is used only for purposes other than manufacturing (such as warming heaters, running elevators, fans, etc.), but if power is used for manufacturing purposes it makes the risk a special, and classes it as a manufacturing risk using power, and rate must be charged accordingly.

Circ. 145-6-25-00.

For policies covering buildings **in course of construction over** the electrical equipment of **which the insured has no control,** the following form shall be used, the Forbidding Clause being first attached:—

"Privileged to use electricity for light (*), it being warranted by the assured that the assured has no control over the electrical equipment of the building insured while such building is in course of construction."

(*) Insert "and (or) heat" "and (or) power" if desired.

Circ. 519, 554-7-8-03, 10-14-03.

In cases where the **owner and contractor are insured jointly** "as interest may appear," and where the owner has no control over the electrical equipment while such building is in course of construction, the following form shall be used, the Forbidding Clause being first attached:—

"Privileged to use electricity in the above-mentioned premises for light (*) when a certificate is obtained from the New York Board of Fire Underwriters, it being understood that the owner has no control over the electrical equipment of the building described while such building is in course of construction."

(*) Insert "and (or) heat" "and (or) power" if desired.

Circ. 563-11-11-03.

For policies covering **electric car barns and (or) electric light and power stations,** those being classes of risks to which the New York Board does not issue certificates, the following shall be used, the Forbidding Clause being first attached:—

"Privileged to use electric light and power in the above described premises and to make such alterations in, and additions to, the equipment as may be necessary by reason of the requirements of the business of the assured." Circ. 519-7-8-03.

The following form may be attached to policies covering **sugar refineries,** the Forbidding Clause being first attached:—

"Privileged to use electric light and power in the above mentioned premises when a certificate is obtained from the New York Board of Fire Underwriters.

"Also privileged to make such alterations and additions to the equipment as may be necessary by reason of changes incidental to the business, provided such changes are made in full compliance with the requirements of the National Electric Code, and also provided that the same are reported in detail as soon as completed to said Board for examination and approval.

"This insurance shall not cover any loss or damage to dynamos, exciters, lamps, motors, switches or any other apparatus for generating or distributing electricity, caused by electric current, whether artificial or natural." Circ. 242-7-10-01.

In any Exchange electric light clause which calls for a certificate from the New York Board of Fire Underwriters, members may insert either the name of the National Board of Fire Underwriters or that of the Suburban Tariff Association instead of that of the New York Board of Fire Underwriters, when such clause applies to a risk located within those portions of Exchange territory where electrical installations are now subject to the inspection and approval of the National Board of Fire Underwriters.

Circ. 635-6-8-04.

In cases **where the Board refuses to approve** an electric light installation and such fact is stated on rate card (the form of such statement usually being "Electric apparatus unsafe, see New York Board Slip No. ——") the following form shall be used, the Forbidding Clause being first attached, it being understood that this privilege shall not be granted except where the fact of non-approval by the Board is set forth on rate card, viz.:—

"In consideration of the inclusion in the rate at which this policy is written of an extra charge because the electrical equip-

ment is not approved by the New York Board of Fire Underwriters, permission is hereby given to use electricity for light, heat or power." Circ. 563-11-11-03.

When privilege for use of electricity is given it **must be by** means of some one of the **forms approved and promulgated** by this Exchange, and any clauses or privileges of that character included in the insured's printed forms **must be stricken out** if they differ from the regular approved Exchange clauses.

Circ. 543, R. C. 9-17-03.

OCCUPANCY WARRANTY.

Whenever a warranty of occupancy is required by the rate card or under general rules, such warranty shall be in the following form: "While occupied exclusively for....."; or "While occupied above the grade floor exclusively for....." Or the Occupancy may be limited by writing in or stamping on the policy the following clause: "This insurance to be valid only while the building herein described is occupied exclusively for ....." Circ. 324, M. 2-4-02.

ONE HUNDRED PER CENT AVERAGE CLAUSE.

New York Standard (100 per cent) Average Clause, with Exemption of Special Inventory or Appraisement in certain cases, is as follows:—

"This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to one hundred per centum (100%) of the actual cash value of said property at the time such loss shall happen.

"In case of claim for loss on the property described herein not exceeding five per cent (5%) of the maximum amount named in the policies written thereon and in force at the time such loss shall happen, no special inventory or appraisement of the undamaged property shall be required.

"If the insurance under this policy be divided into two or more items, these clauses shall apply to each item separately."

If desired to be used without exemption of special inventory or appraisement, the form of this clause shall be as follows:—

"This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to one hundred per centum (100%) of the actual cash value of said property at the time such loss shall happen.

"If the insurance under this policy be divided into two or more items, this Average Clause shall apply to each item separately."

Circ. 345-3-13-02.

Wherever in the rules and rulings of this Exchange the words "80 per cent co-insurance" occur, the words "80 per cent average" are hereby substituted; and wherever the words "full co-insurance" occur, the words "one hundred per cent average" are hereby substituted therefor, **except where such rules and rulings apply to risks situate in New Jersey, or to Floater forms Nos. 1 to 8 or risks insured thereunder.** Circ. 345-3-13-02.

Where a policy form, in addition to covering in one or communicating buildings, also includes a clause reading "and in yards" or "and in yards or on streets," or any similar clause which **extends the policy to cover other than in one or communicating buildings,** the Full Average Clause must be attached thereto without deduction for same. (See next paragraph.)

Circ. 1119, A. C. 11-1-09.

The above ruling has been modified so as to permit either of the following clauses to be used; "and in yards immediately adjoining the above described premises," or "and in yards or on streets immediately adjoining the above described premises."

Circ. 1129, A. C. 1-3-10.

PATTERN LIMITATION RULE AND CLAUSE.

No policy issued within the jurisdiction of this Exchange shall include patterns, models, moulds, matrices, drawings, designs, dies, solutions, photographic negatives, or lithographic plates or stones or engravings thereon **in any item or division of insurance covering any other kind of property** than those hereinbefore named, unless such articles are specifically described therein as "kept for sale as merchandise only."

Every policy issued within the jurisdiction of this Exchange and **covering wholly or in part on contents of a manufacturing risk,** meaning thereby one rated under the Manufacturing Schedule and so stated on card, or one having manufacturing ("mfg.") noted on card, or one in which raw materials, unassembled parts, or piece goods are made, worked, combined, or cut, with the aid of machinery, whether run by hand or other power, into finished or partly finished product, **shall contain the following clause:**

This policy does not cover patterns, models, moulds, matrices, drawings, designs, dies, solutions, photographic negatives or lithographic plates or stones or engravings thereon, unless a separate amount is insured on such articles, or any of them, by a specific item or items covering no other kinds of property than those here named, and then under such specific item or items only; but this provision does not apply to such articles when kept for sale as merchandise only. Circ. 979-5-13-08.

The Pattern Limitation Clause need not be attached to policies written under a strictly household furniture form which includes drawings, dies, models, patterns, or any of them.

Circ. 986-6-18-08.

Policies covering contents of architects' offices and naming drawings and (or) designs as part of such contents need not have the Pattern Limitation Clause attached. Circ. 1010-10-14-08.

Policies covering risks rated under the Restricted Sprinkler Schedule need not have the Pattern Limitation Clause attached.
Circ. 1031-12-9-08.

Policies covering sculptors' or artists' studios need not have the Pattern Limitation Clause attached. Circ. 1045-1-13-09.

Policies covering contents of museums, libraries or other institutions maintaining collections for educational purposes need not have the Pattern Limitation Clause attached.
Circ. 1098, 7-14-09.

PRIVATE WAREHOUSE WARRANTY.

"Warranted by the assured that the within premises are used exclusively by the assured for the storage of his or their own merchandise in original packages, including merchandise held on commission or sold but not delivered; that no cotton or fibre is or will be stored therein; that the general business of trading is not carried on; that no work is done except occasionally breaking packages, packing, repacking, sampling and sorting piece goods, and strapping boxes; that no lights are permitted unless contained in enclosed locked lanterns containing candles or lamps filled with whale, sperm, lard or signal oil; that no fire or steam heat is used other than in the office of the storekeeper and for hoisting; and that smoking is not permitted on the premises."

Policies covering **buildings** which are stated on rate cards to be **occupied as private warehouses need not** have the Private Warehouse Warranty attached; but such warranty must be attached in all cases where policies cover **contents** of a private warehouse.
Circ. 632, R. C. 6-1-04.

RENT AND RENTAL VALUE CLAUSES.

RENT CLAUSE (OCCUPIED ONLY).

$..... On the rents of the.....story building, situated and known as No.....

The intention of this insurance is to make good the loss of rents, caused by fire or lightning, actually sustained by the assured on occupied or rented portions of the premises which have become untenantable, for and during such time as may be necessary to restore the premises to the same tenantable condition as before the fire; said time, in case of disagreement, to be determined by appraisement in the manner provided in the conditions of this policy; but this company shall not be liable for a greater proportion of any loss than the sum hereby insured bears to the actual annual rental of such occupied or rented portions of the premises.

RENTAL VALUE CLAUSE (OCCUPIED OR VACANT).

$..... On the rents, or rental value of the..... story building, situated and known as No.....

The intention of this insurance is to make good the loss of rents, or rental value, caused by fire or lightning, actually sustained by the assured on portions of the premises which have become untenantable, whether occupied or vacant at the time of said fire, for and during such time as may be necessary to restore the premises to the same tenantable condition as before the fire; such time, in case of disagreement, to be determined by appraisement in the manner provided in the conditions of this policy; but this company shall not be liable for a greater proportion of any loss than the sum hereby insured bears to the annual rents or rental value of the entire premises. Circ. 628-5-11-04.

SPECIAL BUILDING SIGNAL WARRANTY.

Where card rates specifically require such warranty, the following form must be used:—

"The entire building containing the property hereby insured having been equipped with a Special Building Signal for the transmission of alarms to Fire Department Headquarters in accordance with the rules and regulations of the New York Board of Fire Underwriters, and a certificate to that effect issued by authority of said Board, this policy is issued at a reduced rate of premium, and in consideration of such reduced rate it is hereby made a condition of this policy that the assured shall use due diligence that such equipment shall continue to be maintained during the full term of this insurance." Circ. 991-7-9-08.

No allowance may be made until so stated on rate card.

TELEPHONE AND TELEGRAPH STATION CLAUSE.

The following form of dynamo clause must be used on policies covering Telephone Exchange and Telegraph Station Plant:—

"This Company shall not be liable for any loss or damage resulting from any electrical injury or disturbance, whether from artificial or natural cause, in or to any of the property hereby insured, unless fire ensues, and then for the loss resulting from fire only.

"It is further understood and agreed that in case of any loss or damage by fire the assured is at liberty to immediately make all necessary repairs, due notice of such loss to be given to the Company without delay." Circ. 247, A. C. 7-26-01.

The Telephone and Telegraph Station Clause **must be attached** to policies covering telephone property or interest **of any description.** Circ. 248, M. 8-7-01.

As the Telephone and Telegraph Station Clause provides against liability for electrical injury or disturbance **from natural causes** unless fire ensues, etc., the **Lightning Clause must not be attached to,** or included in, policies carrying the Telephone and Telegraph Station Clause. Circ. 550, R. C. 10-3-03.

When a policy covers a **building only,** and calls for the attachment of the Telephone and Telegraph Station Clause, the second paragraph of that clause reading, "It is understood and agreed that in case of any loss or damage by fire, the assured is at liberty to immediately make all necessary repairs, due notice of such loss to be given to the company without delay," **may be omitted therefrom.**
Circ. 546, A. C. 9-29-03.

THEATRE WARRANTIES.

Under the Theatre Schedule an allowance may be made for either or both of the following warranties. When such allowances are desired the request therefor must be referred to the Manager's office, in order that an inspection may be made to verify the fact that the appliances called for by the warranties have been provided. Allowances must not be made at the counter, as same are included in the rates on card.

Warranty No. 1.—"Warranted by the assured that he (or they) will keep a forty gallon barrel filled with water, also six buckets filled with water, one fire extinguisher, two axes and two hooks on each fly gallery, on each side of the stage, and in property room, repair shop and paint shop."

Warranty No. 2.—"Warranted by the assured that he (or they) will maintain a Night and Sunday Watchman, with Watch Clock, having stations on each floor of the building, and on stage and each fly gallery, and in property room, repair shop and paint shop, and a Special Building Call connected with Fire Department Headquarters." Circ. 324, M. 2-4-02.

TRANSIT CLAUSE IN FIREPROOF BUILDINGS.

Where the rules or rate card require the particular floor to be specified on the policy of a tenant, the following clause may be attached:—

"Property of the assured while in this building either in transit to their own floors or temporarily on a lower floor is hereby covered under this policy."

WATCHMAN AND CLOCK WARRANTY.

Where card rates specifically require such warranty, the following form must be used:—

"Warranted by the assured to maintain Night, Sunday and Holiday Watchman, with approved stations and approved watch clock, and making such reports to the New York Fire Insurance Exchange as may be required." Circ. 324, M. 2-4-02.

No allowances in rate shall be made for watchman's clocks of a make or pattern not approved by the National Board of Fire Underwriters. Circ. 761-9-13-05.

When Watchman and Clock Warranty is required on policies covering a risk rated under the Hotel Schedule, the words "Sunday and Holiday" **may be omitted** from such warranty, thereby making it call only for the maintenance of Night Watchman.
Circ. 550, R. C. 10-3-03.

When Watchman and Clock Warranty is required on policies covering Hospitals the words "Sunday and Holiday" may be omitted from such warranty, thereby making it call only for the maintenance of Night Watchman. Circ. 1053, 2-10-09.

The words "Sunday and Holiday" may be omitted from the Watchman and Clock Warranty on policies covering railroad ferry terminals which are operated every day in the year, thereby making such warranty call only for the maintenance of Night Watchman.
Circ. 1115, 10-14-09.

No allowance may be made until so stated on rate card.

WHARF CLAUSE.

Members may grant permits on storage policies to cover on wharf not exceeding ten days while going into store, using the following clause:—

"This policy also covers on said described merchandise ordered to said store, ex. : . . (excepting, however, merchandise covered by marine and [or] inland, or transportation insurance), while on streets, or piers and bulkheads and (or) during transit to said store, for a period not exceeding ten days from date of this policy or from the date of each entry." Circ. 301-12-11-01.

Only one wharf privilege may be granted under any one policy or entry under an open policy.

This clause must be used **verbatim**, and no other may be used. It may not be altered so as to cover goods going out of store.

This clause is intended to apply only in the case of policies and / or entries covering property in listed storage stores.
Circ. 1167, R. C. 6-27-10.

WORK AND MATERIALS CLAUSE.

With regard to the privilege for work and materials, it is held that any general waiver clause waiving the specific prohibitions of the Standard Policy as to work and materials is contrary to rule, except the following, which may be allowed:—

"Privileged to do such work and to use such materials as are usual in the business of.....(specifying business)."

The above clause **must be used verbatim et literatim.**

The use of the following clause in place of the regular Work and Materials Clause **is permitted on policies of transportation companies** covering in or on pier or terminal property in the territory of this Exchange, viz:—

"Privileged to transport and handle such merchandise and other property as may be usual in the business of steamship companies, railroads, common carriers, forwarders and warehousemen."
Circ. 863, 11-14-06.

General privileges like the following **are contrary to the rules** of the Exchange: "Privilege for existing occupations and others." "Privilege for existing occupations and for other purposes," etc.

A form which embraces the following clause, "including that mentioned in lines Nos. 24-28 of the printed conditions of this policy in legal quantities when the same shall constitute a portion of their stock of supplies," **is in violation,** in that it waives the Work and Materials Clause. This ruling is to be held as **applying to any form** which contains **a general waiver** of lines 24-28 of the Standard Policy, whether such general waiver is set forth in exactly the words quoted or others to the same effect. Circ. 134, A. C. 4-25-00.

The Work and Materials Clause **should apply only to the business carried on by the insured,** and should not be made with reference to some other business carried on in the same building, but over which the insured has no control. Circ. 346, M. 3-19-02.

When the Work and Materials Clause is attached the business must be specified in direct terms, and the adding of a phrase permitting "similar" occupancy such as "and other similar goods" is not permissible. Circ. 561, R. C. 11-9-03.

The Work and Materials Clause, when attached to a policy, is considered to waive the conditions of the Standard Policy relating to the keeping of explosives and high inflammables, as set forth in lines 22 to 26 thereof, **so far as the keeping of such articles may be usual in the business of the insured.**

If instead of or in addition to the Work and Materials Clause the insured requests privilege **to keep and use naphtha,** benzine, fireworks, gunpowder, gasolene and calcium carbide, all or any one, charge must be made therefor in addition to card rates, unless the card states that charge has been included in the rate as issued.

In granting permission (other than the Work and Materials Clause) for the keeping and use of any high inflammable or explosive, **the quantity allowed should be limited** in the permit, either to the amount stated on rate card, or, in the absence of any rule restricting the quantity, fixed by judgment of the company, but privilege for an **unlimited** quantity must not be granted without charge.

Where card in the cabinet does not state that a charge for use of an explosive or high inflammable has been included in the rate, if privilege therefor is desired on policy, the Manager will upon application **furnish a letter** for use by insured's representative stating terms upon which such privilege may be granted pending issue of new card. Circ. 144, M. 6-22-00.

If a permit is given for naphtha, benzine or other high inflammable or explosive in or on a dwelling house risk, **with the amount** allowed of each **limited to a definite quantity,** no charge need be made therefor. Circ. 165, M. 9-24-00.

Where a form contains a general privilege giving permission "to keep and use a reasonable quantity of naphtha, benzine, fireworks, gunpowder, gasolene and calcium carbide without prejudice to this insurance," **such privilege must be charged for** upon the basis of the highest rated explosive included therein; that is to say, 2.50 for fireworks or gunpowder, or in case those two hazards are omitted, not less than 25 cents for naphtha, benzine, gasolene or calcium carbide. Circ. 124, R. C. 3-12-00.

Permission to use oil for heat or power must not be given, except where specifically approved by the Exchange, and the word "oil" must be stricken out where included with other illuminants or steam, as in "Privilege to use gas, oil, steam or electricity for light, heat or power." The Standard Policy itself allows kerosene oil of United States standard to be used for lights, consequently no additional privilege for that purpose is necessary; and if oil is to be used for heating or power it should be allowed only under special privilege after being passed upon by the Board and (or) Exchange. This, however, is not intended to prevent the granting of privilege to use ordinary kerosene stoves for cooking or heating without any special approval being required. Circ. 521, R. C. 7-15-03.

Forms.

CHURCH, CHAPEL OR SUNDAY-SCHOOL FORM.

$....On the.....building occupied for Church.....
.....purposes, situate .....
This item covers all adjoining additions and extensions thereto, if communicating, sidewalks, yards, fences, railings, pews, pulpits, window, plate and ornamental glass, frescoing, and plain and ornamental painting, gas, water and heating pipes, apparatus, fixtures, and all appliances pertaining thereto.

$....On dynamos and all electric and mechanical apparatus and appurtenances thereto belonging.

$....On Church, altar, school and other movable furniture, useful and ornamental, carpets, floor coverings, paintings, pictures, engravings and their frames, musical instruments (except pipe organs), statuary, stations, vestments, plate, printed books and music, church and school paraphernalia, and supplies.

$....On pipe organs—all while contained in the above described premises.
Permission for mechanics to be employed in the within described premises, but this shall not be held to include the constructing or reconstructing of the building or buildings, or additions, or the enlargement of the premises.
Permission to hold fairs, concerts and dramatic or literary entertainments.

"This policy shall cover any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term lightning, and in no case to include loss or damage by cyclone, tornado, or windstorm), not exceeding the sum insured, nor the interest of the assured in the property, and subject in all other respects to the terms and conditions of this policy. **Provided**, however, if there shall be any other insurance on said property this Company shall be liable only pro rata with such other insurance for any direct loss by lightning, whether such other insurance be against direct loss by lightning or not."

"Privileged to use electricity in the above mentioned premises for light (*), it being hereby made a condition of this policy that where the equipment is owned or controlled in whole or in part by the assured a Certificate shall be obtained from the New York Board of Fire Underwriters, and that no alterations shall be made

in that portion of the equipment owned or controlled by the assured after Certificate is issued without notice thereof being given to the said Board."

(*) Insert "and (or) heat" "and (or) power" if desired, in accordance with note on page 93. Circ. 617-4-13-04.

"This insurance shall not cover any loss or damage to dynamos, exciters, lamps, motors, switches, or any other apparatus for generating, utilizing, testing, regulating or distributing electricity, caused by electric current, whether artificial or natural."

"Other insurance permitted without notice until required."

If written under minimum and at the rate for a steam heated church, the following warranty is required:—

"Warranted that the premises herein described are heated by steam, and that no stoves or hot-air furnaces will be used during the continuance of the policy."

The words "altar" and "confessionals" may be inserted in the first item of the standard Church form after the word "pulpits." The items "bells and tower clocks and ventilating apparatus" may be added to the building item. The words "and water motor and all connections and attachments thereto" may be added after the words "pipe organs."

The following clause may be added to the Church form:—

"The first item of this policy covering 'building' is understood to cover all electrical wiring, fixtures, switch-boards, and other electrical apparatus and appurtenances, but does not cover dynamos or apparatus and appurtenances belonging thereto." 9-28-96.

When the Church, Chapel, or Sunday School Form is used to cover synagogues, the following clause may be added:—

"It is understood and agreed that the third item of this policy applies to and covers Thoras and other parchments and manuscripts used in worship in synagogues." Circ. 510-6-10-03.

A clause excluding foundations, as provided for on page 61, **may be attached to, or made part of,** the form for Church, Chapel, or Sunday School. Circ. 289, R. C. 11-6-01.

No other Church form may be used, and no change of wording is allowable except as above ruled. 3-3-96.

COMMON CARRIERS.

Insurance of Common Carriers' liability may be written under the following forms, one or the other of which must be used:—

Legal Liability Form—Liability disclaimed. Rate to be one half of the Contents rate of the Pier.

$....On their legal liability in or for all merchandise held in their custody as common carriers, warehousemen, wharfingers, forwarders or freighters, while contained.....
.....

The purpose of this insurance is to indemnify the insured for their legal liability, if any, to the amount they are obliged to pay on such merchandise by reason of loss or damage by fire, and it is understood that liability for such loss or damage by fire is and will be disclaimed in bills of lading, shipping receipts and other similar documents.

It is also understood and agreed that all claims against the insured (provided the claim or claims are not in excess of the amount insured) shall be resisted under the direction and control of this Company, the cost of such resistance (whether conducted by the insured or by this Company) to be paid by this Company in the proportion that the amount of this policy bears to the total amount of such claim or claims.

In the event of loss hereunder, this Company shall be subrogated to all claims upon owners of merchandise to the extent of payment made to the said Steamship Company. 7-11-00.

(No co-insurance clause required; commission 15 per cent.)

When desired "Legal Liability Form—Liability Disclaimed" may be changed by striking out from the first paragraph thereof the words "disclaimed in bills of lading, shipping receipts and other similar documents," and inserting in their stead the words "limited to their legal liability under the Bill of Lading approved by the Inter-State Commerce Commission, June 27, 1908," thereby making such paragraph read:—

"The purpose of this insurance is to indemnify the insured for their legal liability, if any, to the amount they are obliged to pay on such merchandise by reason of loss or damage by fire, and it is understood that liability for such loss or damage by fire is and will be limited to their legal liability under the Bill of Lading approved by the Inter-State Commerce Commission, June 27, 1908," such changed form to be known as Legal Liability Form—Liability Disclaimed, Limited, and the rate therefor to be three-fourths of the contents rate of the pier, all other rules and requirements to remain unchanged. Circ. 1053, 2-10-09.

When desired, policies may be written covering, under one form, legal liability under the Bill of Lading approved by the Inter-State Commerce Commission, June 27, 1908, and also liability disclaimed, and the second paragraph of "Legal Liability Form—Liability Disclaimed" may be changed by adding thereto the following: "or that liability hereunder for such loss or damage by fire is and will be limited to their legal liability under the Bill of Lading approved by the Inter-State Commerce Commission June 27th, 1908;" thereby making the entire paragraph read as follows:

"The purpose of this insurance is to indemnify the insured for their legal liability, if any, to the amount they are obliged to pay on such merchandise by reason of loss or damage by fire, and it is understood that liability for such loss or damage by fire is and will be disclaimed in bills of lading, shipping receipts and other similar

documents, or that liability hereunder for such loss or damage by fire is and will be limited to their legal liability under the Bill of Lading approved by the Inter-State Commerce Commission June 27, 1908;" the rate therefor to be three-fourths of the contents rate of the pier, all other rules and requirements to remain unchanged.
Circ. 1133-1-13-10.

Legal Liability Form—Liability not disclaimed. Rate to be that for merchandise on Pier.

$....On their legal liability in or for all merchandise and (or) baggage held in their custody as common carriers, warehousemen, wharfingers, forwarders, or freighters; also upon their interest in all advances or other charges due or to become due upon all merchandise and (or) baggage while contained. .....
.....

It being mutually understood and agreed that if claim is made against the assured hereunder for merchandise and (or) baggage held by them as above provided, the insurers shall have the option of either admitting such claim for payment or of resisting it in court, the legal expenses incurred in such resistance to be borne by the Insurance Companies interested, in the proportion that the total amount of the insurance shall bear to the total amount of such claim or claims. 7-11-00.

(No co-insurance clause required; commission 15 per cent.)

If liability for property on more than one pier or wharf be covered, a separate amount must be placed on each. R. C. 5-13-02.

The words "and (or) freight" may be added to the "Legal Liability Form—Liability Not Disclaimed" after the word "merchandise." Circ. 242-7-10-01.

The following clause may be added to Legal Liability Form—Liability Not Disclaimed form, if desired, without extra charge:—

This company hereby gives consent to the assured hereunder to admit their liability upon all goods, wares and merchandise damaged or destroyed by fire upon the premises described herein which, at the time of loss, had been upon the said premises for a period not exceeding forty-eight (48) hours, in addition to Sundays and holidays, preceding the fire, and which at the time of loss was not protected by other insurance. Circ. 435, A. C. 12-10-02.

Insurance may be written for Common Carriers to cover on **premises other than piers** under Legal Liability Form—Liability not Disclaimed—**at the full rate** attaching to merchandise on such premises. Legal Liability Form—Liability Disclaimed, may not be used to cover other than on piers.

Where a form covers excess value of merchandise for a common carrier, and also the liability of the insured as bailees, or common carriers, or otherwise, same may be written at rate of merchandise on pier, but **must** have the 80 per cent Average Clause attached.
Circ. 654, M. 8-17-04.

FLOATER FORMS.

The following floater forms are approved for use on policies covering merchandise in bonded warehouses, general order stores, storage stores, and while in transitu, in the cities and ports of New York, Brooklyn, Jersey City and Hoboken. They must be used as here given, except as provided below:—

In Forms 3, 4, 7 and 8, the word "merchandise" may be substituted for the words "vegetable fibre."

Forms 1, 2, 5 and 6, may be written with full co-insurance clause (no deduction therefor) at .875 for Forms 1 and 2, and at 1.75 for Forms 5 and 6, provided, instead of the words "On merchandise consisting principally of.....excluding cotton and other vegetable fibre, and petroleum and its liquid products," the following words be substituted, viz: "On merchandise consisting exclusively of Antimony, Block Tin, Brass in pigs, Copper in ingots, cakes and bars, Crude Rubber, Iron in pigs, Lead in pigs, Mercury in flasks and Spelter." (Any or all to be specified by name.) Or the following may be substituted: "or on merchandise consisting exclusively of new metals in pigs, billets, ingots, blocks, bars, ingot-bars, wire bars, cakes, slabs, plates, cathodes, cubes and other shapes into which such metals are smelted or refined, including packages and labels thereon." Circ. 1003, 9-9-08.

Upon Floater Forms 5, 6, 7 and 8, the following endorsement may be made: "Piers No. 1 and No. 2 of the American Dock Stores, Staten Island, being used as a terminal of the Baltimore & Ohio Railroad Co., may be included as under the protection of this form."

Hay having been classed by the New York Board of Fire Underwriters as "vegetable fibre," and as such being excluded from non-fibre stores. Hay floaters may only be written under the "fibre" Forms 3, 4, 7 and 8. The writing of Hay under Floaters 1, 2, 5 and 6 is prohibited.

Any other form of floater desired covering merchandise or other kinds of personal property not less than 3.00.

Freight charges on merchandise **may be written** under General Floater Forms Nos. 1 to 8 at the same rates as carried by said forms. R. C. 3-12-01.

Floater Forms 1, 2, 3, 4, 5, 6, 7 and 8 must have printed, or stamped, or written thereon the following clause, viz: "It is understood and agreed that this policy does not cover in any building occupied in whole or in part for cold storage purposes; *i. e.*, where artificial refrigeration is used." Circ. 650-8-10-04.

NO. 1.—ORDINARY EXCESS FLOATER, EXCLUDING COTTON.

On merchandise consisting principally of.....excluding cotton and other vegetable fibre, and petroleum and its liquid products, the property of the assured, or held by the assured in trust

or on commission, or on joint account with others, or sold but not delivered, while contained in any or all the bonded warehouses, general order stores or brick and stone storage stores, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, in the Cities of New York, Brooklyn, Jersey City and Hoboken, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

N. Y. Standard Co-Insurance Clause for Floating Policy (Excess).—It is hereby declared and agreed that in case the property aforesaid in all the buildings, places or limits included in this insurance shall, at the breaking out of any fire or fires, be collectively of greater value than the sum insured, then this company shall pay and make good such a portion only of the loss or damage as the sum insured shall bear to the whole value of the property aforesaid at the time when such fire or fires shall first happen.

But it is at the same time declared and agreed, that if any specific parcel of goods included in the terms of this policy, or such goods in any specified building or buildings, place or places, within the limits of this insurance, shall at the time of any fire be insured in this or any other office, this policy shall not extend to cover the same, excepting only as far as relates to any excess of value beyond the amount of such specific insurance or insurances, and shall not be liable for any loss, unless the amount of such loss shall exceed the amount of such specific insurance or insurances, which said excess only is declared to be under the protection of this policy and subject to average, as aforesaid.

It being the true intent and meaning of this agreement that this company shall not be liable for any loss, unless the amount of such loss shall exceed the amount of the specific insurance or insurances, and then only for such excess, which said excess shall be subject to average, as above.

This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park; nor in the Central Terminal Stores at 27th and 28th Streets, Eleventh Avenue and North River; nor on the piers or in the buildings or premises of the New York Central & Hudson River Railroad Co., between 27th and 33rd Streets, and between 62d and 68th Streets, New York City; nor on the piers or in the buildings or premises of the New York, Lake Erie & Western Railroad, the Central Railroad of New Jersey, the Lehigh Valley Railroad, the Delaware, Lackawanna & Western Railroad and the Pennsylvania Railroad, in Jersey City and Hoboken, New Jersey; nor on Black Tom Island; nor in any tobacco inspection or other warehouse used exclusively for the storage of tobacco; nor in any grain elevator or elevator store or graded grain store; nor in any furniture storage store; nor in any building occupied wholly or in part by the assured.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

Other insurance permitted without notice until required.

The Special Committee on Floater Forms recommends that Members for their better protection **amend the seventh line of the first paragraph** of Floater Form 1 by inserting therein the words "excluding Staten Island," thereby making that line read, "and bulkheads in the Cities of New York (excluding Staten Island), Brooklyn, Jersey City, etc." Circ. 524, F. F. C. 7-17-03.

NO. 2.—ORDINARY LIMITED FLOATER, EXCLUDING COTTON.

On merchandise consisting principally of.....excluding cotton and other vegetable fibre, and petroleum and its liquid products, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained in any or all the bonded warehouses, general order stores, or brick and stone storage stores, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, in the Cities of New York, Brooklyn, Jersey City and Hoboken, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

N. Y. Standard Co-Insurance Clause for Floating Policy (Limited).—It is hereby declared and agreed that in case the property aforesaid in all the buildings, places or limits included in this insurance shall, at the breaking out of any fire or fires, be collectively of greater value than the sum insured, then this company shall pay and make good such a portion only of the loss or damage as the sum insured shall bear to the whole value of the property aforesaid at the time when such fire or fires shall first happen.

Exceptions.—This policy does not cover, in whole or in part, any specific parcel of goods included in the terms of this policy, or such goods in any specified building or buildings, place or places, within the limits of this insurance, which shall at the time of any fire be insured in this or any other office.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park; nor in the Central Terminal Stores, at 27th and 28th Streets, Eleventh Avenue and North River; nor on the piers or in the buildings or premises of the New York Central & Hudson River Railroad Co., between 27th and 33d Streets, and between 62d and 68th Streets, New York City; nor on the piers or in the buildings or premises of the New York, Lake Erie & Western Railroad, the Central Railroad of New Jersey, the Lehigh Valley Railroad, the Delaware, Lackawanna & Western Railroad, and the Pennsylvania Railroad, in Jersey City and Hoboken, New Jersey; nor on Black

Tom Island; nor in any tobacco inspection or other warehouse used exclusively for the storage of tobacco; nor in any grain elevator or elevator store or graded grain store; nor in any furniture storage store; nor in any building occupied wholly or in part by the assured.

Other insurance permitted without notice until required.

The Special Committee on Floater Forms recommends that Members for their better protection **amend the seventh line of the first paragraph** of Floater Form 2, by inserting therein the words "excluding Staten Island," thereby making that line read "piers and bulkheads in the Cities of New York (excluding Staten Island), Brooklyn, Jersey City, etc." Circ. 524, F. F. C. 7-17-03.

NO. 3.—ORDINARY EXCESS COTTON FLOATER.

On cotton and other vegetable fibre, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained in any or all the bonded warehouses, general order stores or brick and stone storage stores, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, in the Cities of New York, Brooklyn, Jersey City and Hoboken, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

(N. Y. Standard Co-Insurance Clause for Excess Floating Policy. See Form No. 1.)—This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park; nor in the Central Terminal Stores, at 27th and 28th Streets, Eleventh Avenue and North River; nor on the piers or in the buildings or premises of the New York Central & Hudson River Railroad Co., between 27th and 33d Streets, and between 62d and 68th Streets, New York City; nor on the piers or in the buildings or premises of the New York, Lake Erie & Western Railroad, the Central Railroad of New Jersey, the Lehigh Valley Railroad, the Delaware, Lackawanna & Western Railroad, and the Pennsylvania Railroad, in Jersey City and Hoboken, New Jersey; nor on Black Tom Island; nor in any tobacco inspection or other warehouse used exclusively for the storage of tobacco; nor in any grain elevator or elevator store or graded grain store, nor in any furniture storage store, nor in any building occupied wholly or in part by the assured.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

Other insurance permitted without notice until required.

NO. 4.—ORDINARY LIMITED COTTON FLOATER.

On cotton and other vegetable fibre, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained

in any or all the bonded warehouses, general order stores or brick and stone storage stores, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, in the Cities of New York, Brooklyn, Jersey City and Hoboken, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

(N. Y. Standard Co-Insurance Clause for Limited Floating Policy. See Form No. 2.)—This policy does not cover, in whole or in part, any specific parcel of goods included in the terms of this policy, or such goods in any specified building or buildings, place or places, within the limits of this insurance, which shall at the time of any fire be insured in this or any other office.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park; nor in the Central Terminal Stores at 27th and 28th Streets, Eleventh Avenue and North River; nor on the piers or in the buildings or premises of the New York Central & Hudson River Railroad Co., between 27th and 33d Streets, and between 62d and 68th Streets, New York City; nor on the piers or in the buildings or premises of the New York, Lake Erie & Western Railroad, the Central Railroad of New Jersey, the Lehigh Valley Railroad, the Delaware, Lackawanna & Western Railroad, and the Pennsylvania Railroad, in Jersey City and Hoboken, New Jersey; nor on Black Tom Island; nor in any tobacco inspection or other tobacco warehouse; nor in any grain elevator or elevator store or graded grain store; nor in any furniture storage store; nor in any building occupied wholly or in part by the assured.

Other insurance permitted without notice until required.

NO. 5.—BROAD EXCESS FLOATER, EXCLUDING COTTON.

On merchandise consisting principally of.....excluding cotton and other vegetable fibre, and petroleum and its liquid products, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained in all or any of the brick, stone or frame warehouses, storage stores and sheds, and while in transitu in all or on any of the streets, yards, wharves, piers and bulkheads, and also while in cars on tracks (excepting in grain elevators) in New York, Brooklyn, Jersey City, Hoboken and Weehawken, and on Staten Island and Black Tom Island, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

(N. Y. Standard Co-Insurance Clause for Excess Floating Policy. See Form No. 1.)—This policy does not cover in the

building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park, in New York City; nor in American Dock Stores, Staten Island, or on the piers in front of said stores; nor in any grain elevator or elevator store or graded grain store; nor in any furniture storage store; nor in any building occupied wholly or in part by the assured.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

Other insurance permitted without notice until required.

NO. 6.—BROAD LIMITED FLOATER, EXCLUDING COTTON.

On merchandise consisting principally of.....excluding cotton and other vegetable fibre, and petroleum and its liquid products, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained in all or any of the brick, stone or frame warehouses, storage stores and sheds, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, and also while in cars on tracks (excepting in grain elevators) in New York, Brooklyn, Jersey City, Hoboken and Weehawken, and on Staten Island and Black Tom Island, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

(N. Y. Standard Co-Insurance Clause for Limited Floating Policy. See Form No. 2.)—This policy does not cover, in whole or in part, any specific parcel of goods included in the terms of this policy, or such goods in any specified building or buildings, place or places, within the limits of this insurance, which shall at the time of any fire be insured in this or any other office.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park in New York City; nor in American Dock Stores, Staten Island, or on the piers in front of said stores; nor in any grain elevator or elevator store or graded grain store; nor in any furniture storage store; nor in any building occupied wholly or in part by the assured.

Other insurance permitted without notice until required.

NO. 7.—BROAD EXCESS COTTON FLOATER.

On cotton and other vegetable fibre, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained in

any or all of the brick, stone or frame warehouses, storage stores and sheds, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, and also while in cars on tracks (excepting in grain elevators) in New York, Brooklyn, Jersey City, Hoboken and Weehawken, and on Staten Island and Black Tom Island, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

(N. Y. Standard Co-Insurance Clause for Excess Floating Policy. See Form No. 1.)—This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park, in New York City; nor in American Dock Stores, Staten Island, or on the piers in front of said stores; nor in any grain elevator or elevator store or graded grain store; nor in any furniture storage store; nor in any building occupied wholly or in part by the assured.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

Other insurance permitted without notice until required.

NO. 8.—BROAD LIMITED COTTON FLOATER.

On cotton and other vegetable fibre, the property of the assured, or held by the assured in trust or on commission, or on joint account with others, or sold but not delivered, while contained in any or all of the brick, stone or frame warehouses, storage stores and sheds, and while in transitu in or on any of the streets, yards, wharves, piers and bulkheads, and also while in cars on tracks (excepting in grain elevators) in New York, Brooklyn, Jersey City, Hoboken and Weehawken, and on Staten Island and Black Tom Island, and while afloat in transitu in the ports of said cities; subject to the following conditions of co-insurance and exceptions named below:—

(N. Y. Standard Co-Insurance Clause for Limited Floating Policy. See Form No. 2.)—This policy does not cover, in whole or in part, any specific parcel of goods included in the terms of this policy, or such goods in any specified building or buildings, place or places, within the limits of this insurance, which shall at the time of any fire be insured in this or any other office.

This policy does not cover, in whole or in part, goods on which at the time of any fire there may be any marine, inland or transportation insurance.

This policy does not cover in the building or premises of the New York Central & Hudson River Railroad Co., at St. John's Park in New York City; nor in American Dock Stores, Staten Island, or on the piers in front of said stores; nor in any grain elevator or elevator store or graded grain store; nor in any fur-

niture storage store; nor in any building occupied wholly or in part by the assured.

Other insurance permitted without notice until required.

GRADED GRAIN CLAUSE FORM.

On Graded Grain, the property of the assured, or held by..... in trust or on commission, or sold and not delivered, while contained in the grain store system of the New York Dock Company, situate in the Borough of Brooklyn, New York City.

Subject to the conditions of Graded Grain Clause below.

It is understood and agreed, that this policy is subject to the conditions of the following warehouse receipt:—

"All warehouse receipts for graded grain which shall represent the grain as stored in a system of two or more warehouses, shall not be deemed regular unless the following condition is incorporated in the receipt.

"In case of loss or damage by fire, so much of the said grain as shall bear a like proportion to this receipt as the lost or damaged grain of same grade shall bear to all grain of like grade in this system of warehouses at the date of said disaster, shall be adjudged lost or damaged, and the obligation to deliver it under this receipt, except as salvage, cancelled."

It is also understood that in case of loss under this policy, this Company shall be liable only for such proportion of the whole loss as the amount of this insurance bears to the cash value at the time of the fire of the whole property to which this policy applies, but not exceeding the proportion which this policy bears to the whole amount of insurance thereon.

It is further understood that what is known as identity preserved grain is not covered by this policy.

Other insurance permitted without notice until required.

6-30-99.

GRAIN ON TRACK AT RAILWAY TERMINALS.

The following blanket form is to be used when writing track grain at railway terminals, Rate 1.00.

"On grain and feed the property of the assured or held by the assured in trust or on commission or on joint account with others or sold but not delivered while contained in cars on tracks at the .....Railroad Company's Freight Station situate at.....

This insurance does not cover grain and feed in cars while such cars are contained in or on any building, elevator, freight shed, covered pier or wharf, or abattoir." Circ. 1031-12-9-08.

JEWELRY FORM.

The following form must be used when it is desired to cover jewelry stocks "in fireproof safes or vaults or while on display

outside of same during business hours," in risks rated under the Mercantile Schedule, or under the Restricted Schedule. It may not be changed or altered, added to or cut down in any manner, but must be used intact and complete. Rate for first item thereof in specifically rated risks only, fireproof .20, non-fireproof .30; other items take rate printed on card; if located in fireproof first floor and(or) basement of a building otherwise non-fireproof the rate for first item shall be .25. Except in risks rated under Restricted Schedule (which require 90 per cent average) the 80 per cent Average or Co-insurance Clause is required with usual allowance for 100 per cent if carried; otherwise the rates named for first item are net, being subject to no reduction or allowance whatever. This form must not be used at the rates named above to cover jewelry stocks with manufacturing, or in minimum rated risks.

$.....On stock of jewelry including watches watch cases and watch movements and diamonds and other precious or semi-precious stones unset and (or) set with their mountings and trays boxes and jewelry cases containing the same while in fireproof safes and vaults or while on display outside of same during business hours only on premises occupied by the insured at.....
.....

$.....On stock of gold silver and plated ware clocks bronzes pictures with their frames rugs stationery articles of virtu and bric-a-brac and all other merchandise not covered by the first item of this policy on and within said premises while outside of fireproof safes and vaults.

$.....On store office and workroom furniture fixtures machinery and appurtenances tools and supplies of every description counters shelving partitions pictures paintings engravings and their frames clocks signs awnings mirrors carpets stationery typewriting machines gas and electric fixtures heating apparatus electric wiring and moulding covering the same and safes on and in said premises.

It is understood and agreed that this policy covers property as above described whether the property of the insured or held in trust or on commission or for storage or for repairs with labor performed upon the same or sold but not delivered or belonging to others and for which the insured is or has agreed to be responsible in case of loss or damage. This policy does not cover property of others specifically insured. 3-15-06.

MANUFACTURING FLOATER FORM.

No manufacturing floaters may be written except under the exact form given below and at the rate of 4.00.

Members may not change the form in any way even by charging a higher rate.

On .....
and on Goods and Materials for making same, finished and un-

finished, the property of the assured, or held by the assured in trust while in possession of other parties to be made up, and while contained in any building in.....excepting any place or building used for a prison or penal institution, and excepting in any building occupied in whole or in part by the assured.

This policy does not apply to or cover in any premises where the above goods or materials are sent for the purpose of being cleaned, sponged, dyed, shrunk or refinished; nor while in any express office or depot, nor while in charge of any express or railroad company or other common carrier.

It is further expressly understood and agreed that this insurance shall not cover on any lot or parcel of goods which shall be more specifically or definitely located or described in any other insurance in this Company, or in any other Company or Association, excepting on the excess of value of such property over and above such specific insurance, and this Company shall only be liable on such specifically insured property for its share of such loss, after all such specific insurance is exhausted.

Also that wherever this insurance may cover, not more than $..... (10 per cent of the face of the policy) shall apply or cover in any one building, and in no event shall this Company be liable for any greater proportion of any loss than the amount insured bears to the actual cash value of all the property covered by this policy.

Other insurance permitted without notice until required.

If a Manufacturing Floater is written to cover in any portion of the territory under the jurisdiction of this Exchange, **such Floater must conform strictly** to above form, and **the limit of cover thereof shall be 10 per cent** of the face of the policy, and any change in such form or limit will be considered a violation.

Circ. 268, A. C. 9-14-01.

PAWNBROKERS' FORM.

The following form for Pawnbrokers must be used whether risks are rated specifically or by card or under minimums.

Circ. 133-4-17-00.

$.....On the Right and Interest of the assured in the articles and stock of merchandise, hazardous and extra hazardous, (merchandise in fireproof safes excepted), held in trust or in pledge by said assured as pawnbrokers, including interest accrued thereon as allowed by law.

$.....On the Right and Interest of the assured in the articles and stock of merchandise, hazardous and extra hazardous, in fireproof safes only, held in trust or in pledge by said assured as pawnbrokers, including interest accrued thereon as allowed by law.

$.....On merchandise, hazardous and extra hazardous, the property solely of said assured, all contained in the..... building, privileged to be occupied as..... situate.....

This insurance does not protect the interest of parties whose goods are pledged to the assured; nor does it cover the excess of the amount loaned, with its lawful accrued interest, upon any article above the sound value of the same at the time of any fire.

Circ. 126-3-15-00.

The words "merchandise in fireproof safes excepted" may be stricken out of the first item of the Pawnbrokers' Form, the rate for such item remaining unchanged, and nothing being written under the second item of such form. Circ. 699-2-8-05.

POLICY FORM FOR MINIMUM RATED RISKS.

All policies on stocks governed by General Minimum Rates must describe the same in the form as follows:

"On stock of merchandise consisting principally of..... .....(naming stock)."

More than one kind of merchandise may be included in above Form, but the rate for the entire stock must be that of the highest rated merchandise named. Such a stock must not be insured under two or more items at different rates; and when it is claimed to be composed of classes of merchandise each of equal amount or value, the highest rated shall govern, and the entire stock must be written at such rate. Circ. 768-10-11-05.

Whenever any of the words, not hazardous, hazardous, extra hazardous or specially hazardous are used, even when the principal stock is named under the General Minimum rates, the rate must be 1.50, unless there is an occupant or a specific rate in the building to make the rate higher, in which case the higher rate shall prevail.

The addition of the words "and on any and all merchandise," or of "and other merchandise, hazardous and extra hazardous," or of **any similar phrase** enlarging the application of forms covering on stocks governed by General Minimums, **is a violation.**

Circ. 131, M. 4-5-00.

The above Form **must not be used** in writing contents of coal pockets, contents of coal yards, contents of lumber yards, or contents of building materials yards. Circ. 267-9-11-01.

When a stock, written at a minimum rate, under above Form **includes (paper) patterns** or other articles named in lines 39, 40 and 41 of the Standard Policy, **a separate item may be written thereon** if desired, the rate for such separate item to be that called for under general minimum rates, and no other articles to be included therein than such as are required by the Standard Policy to be specifically named. Circ. 715, M. 3-22-05.

Requirements in Correction of Deficiencies.

The requirements which follow are not rules of the Exchange, but working rules for Manager's office, liable to change as new conditions may rise, and inserted in this Hand Book as a matter of convenient reference to save Members the necessity of constantly enquiring how improvements may be effected.

If an unnecessary inspection is made the Manager shall charge $1.00 therefor against the member requesting such inspection, and upon bill rendered such charge shall be paid within the first ten days following the close of the month in which such inspection was made. If not so paid, the Manager shall decline to make any further inspections upon such member's request until the charges for unnecessary inspections have been paid. The member in turn shall, within 30 days after being notified that an inspection was unnecessary, collect $1.00 from the broker at whose request such inspection was applied for, and if the broker does not pay within that time the member shall report his name to the Brokerage Committee, who, after sending notice to the broker, shall remove his name from the Broker's List if the amount is not paid within ten days following the sending of the notice, and such name shall not be restored to the list except on payment of the charges for unnecessary inspections, together with $3.00 to cover cost of withdrawing and reinstating the broker's name. Circ. 617-4-13-04.

Where deficiencies are charged for in a risk rated by any other than Mercantile Schedule, a reduction of such charges may be allowed if the deficiencies are remedied in accordance with the following requirements:

Ashes.—See Exchange pamphlet No. 3.

Blower System.—Must be provided with metal conduits connecting each machine with shavings vault, such conduits passing to the outside of building at each floor.

Boilers.—Must be outside of building, or if located in extensions must be cut off by standard fire door. In woodworking establishments, a door must be provided at each side of the communicating opening.

Buckets.—See Exchange pamphlet No. 1.

Ceilings.—Must not be made of paper or cloth or wood.

Communications.—Must be provided with standard fire doors at each side of the wall, constructed and installed in accordance with rules of the New York Board of Fire Underwriters.

Condition.—Premises must be cleaned up and kept clean. Stove pipe holes must be closed up. Sawdust must not be used in spittoons or for catching oil or drippings. Broken plastering must be repaired.

Drying.—Drying rooms must be constructed in accordance with the requirements of the New York Board of Fire Underwriters.

Fire Extinguishers.—Any make of carbonic acid gas hand fire-extinguisher of three gallons or more capacity, which has been approved on behalf of the National Board by the National Fire Protection Association, and which is installed and maintained in accordance with the rules of that Association, or this Exchange, will be accepted. See Exchange pamphlet No. 2.

Circ. 722-4-12-05.

Fire Heat.—Glue must be heated by steam. Melting of pitch, rosin, wax, paraffine, sulphur, etc., must be by a safe method. Soldering irons must be heated by stationary gas mufflers. All low gas stoves shall be placed on iron stands, or the burners shall be at least 12 inches above the base of the stoves and a metal guard placed 6 inches below the burners, and all woodwork under them shall be covered by metal. Connections must be made by iron piping; rubber tubing must not be used.

Flues.—Chimneys must be built of brick and rest on the ground. Stove pipes must run horizontally into the chimney. Stove pipes must not run through floors or partitions.

Floor Openings.—Openings for stairways, elevators, dummies, etc., must be closed or enclosed so as to prevent the spread of fire from floor to floor. Dumb waiter shafts open in the basement must be provided with the same kind of doors as floors above. Hatches with automatic attachments must be arranged to close the shaft even when the car cable is down, with not over 2 square inches of uncovered opening.

Gas Brackets.—Open gas lights in show windows must be protected by globes. Swinging gas brackets must be made stationary or proper guards must be provided for same. Metal must be put on ceiling over all gas jets less than three feet below same.

Heating.—Steam heat must be substituted for stoves or furnaces to secure removal of charge for latter.

Lighting.—Gas or electric lamps must be substituted for oil lamps.

Oily Waste, or Rags.—See Exchange pamphlet No. 3.

Packing Materials.—See Exchange pamphlet No. 4.

Pails.—See Exchange pamphlet No. 1.

Shavings Vault.—Must be of brick, ventilated, and located outside of building. If adjoining boiler house, the opening to boiler room must be at right angles to fire hole of boiler, and not nearer thereto than six feet; such opening to be protected with standard fire door.

Shutters.—All openings (windows, etc.) in exterior walls, excepting those on street front, must be provided with fire shutters or doors constructed and attached in accordance with rules of the New York Board of Fire Underwriters.

Side Walls.—Must not be furred.

Skylights.—Must be of rough glass ½ inch thick (wire glass preferred) supported in substantial metal frame, but when over elevator shafts of superior construction, thin glass in metal frame with wire mesh over should be used.

Storage of Oils, Etc.—All oils, varnishes, turpentine, alcohol and similar articles must be stored outside of buildings.

Unsafe Heating Apparatus.—Flues, stoves, furnaces, steam pipes, etc., reported unsafe by the New York Board of Fire Underwriters must be corrected in accordance with specifications of the Heating Department of that Board, which will be furnished on application to the Board, and which must be signed and returned when fully complied with.

Watchman and Clock.—See Exchange pamphlet No. 5.

Watchman's Lantern.—See Exchange pamphlet No. 5.

General Minimum Rates

AS REVISED, APRIL 30th, 1902.

These General Minimum Rates apply throughout the entire Area of Operation of the Exchange except New Jersey, and except where superseded by specific rates, or by special advance.

All merchandise stocks and other risks mentioned under this head must be written at a rate not less than the minimum stated.

Where a stock consists of various hazards the minimum applying to the greatest portion of the stock shall prevail.

More than one kind of merchandise may be included in "Policy Form for Minimum Rated Risks," reading: "On stock of merchandise consisting principally of.....," but the rate for the entire stock must be that of the highest rated merchandise named. Such a stock must not be insured under two or more items at different rates; and when it is claimed to be composed of classes of merchandise, each of equal amount or value, the highest rated shall govern, and the entire stock must be written at such rate.

Circ. 768-10-11-05.

The responsibility for obtaining **correct rate for a minimum rated risk** rests with the member accepting same; and the attachment of certain warranties to a policy, or the showing made by the map, do not relieve members from the penalties of violation in case such a risk is subsequently shown to be written at a rate lower than that required by the rules. Circ. 632, A. C. 6-1-04.

When charges for Unsafe Heating Apparatus originate with the New York Board, the rate card in cabinet covers a reference to the Board Slip reporting the risk, and in such case **the Board must be consulted** as to how to remedy the faulty conditions. Where no reference is made on the card to the Board Slip, the charge originates with the Exchange, and **this office should be consulted** as to a remedy. Circ. 380-6-16-02.

Minimum rates do not affect other contents of lesser hazard unless the minimum so specifies.

All buildings in entire Metropolitan District not rated by general minimum or specific rate, contents of same being rated (whether by specific rate, minimum, Class of Hazards, or Dry Goods District), are rated as follows: Brick buildings, 40 per cent of highest contents rate; but in risks written under general minimum stocks marked in the list of general minimums with a star shall

not operate to rate the building containing them higher than 24 cents. No building under this rule shall rate below 20 cents. For frame buildings, see below. 5-29-95.

Where in the list of minimums a special minimum rate is mentioned for building (as in the case of hospitals, schools, lodging houses, etc.), the same applies only to brick buildings, and, unless otherwise specified, frame or brick and frame buildings in such cases take the same rate as contents. 5-29-95.

Minimum Rates for **contents** of frame, or of brick and frame, buildings, occupied for mercantile or manufacturing purposes, shall be increased 25 per cent over the rates for similar contents in brick buildings, except where the minimum given in Hand Book is specifically stated to apply to contents of a frame, or brick and frame building. Circ. 142-6-14-00.

The rates on frame, and brick and frame, **buildings,** occupied for mercantile or manufacturing purposes, and on **household furniture therein,** shall be the same as the lowest minimum rated contents thereof, except where the building is occupied in part by any of the following, in which case they (meaning building and household furniture) shall take the rate of the highest rated contents, viz.:—

Bakeries, other than retail,
Furniture Stores,
Hay and Straw Dealers,
Junk Stores,
Oil and Petroleum Stores,
Oiled Clothing Stores,
Painters' Supply Stores and (or) Painters other than jobbing Painter not keeping supplies.
Photograph Galleries,
Printers,
Rags, Waste and Paper Stock Dealers,
Upholsterers and (or) Mattress Makers.
Woodworkers.

Contents (other than household furniture) of frame, or brick and frame, stores and dwellings, must be advanced 25 per cent over the General Minimum Rates named in Hand Book.
Circ. 142-6-14-00.

Brick Buildings occupied solely as **Raines Law Hotels** are subject to the minimum rate of 24 cents per annum, or 60 cents for three years. Circ. 227, R. C. 5-6-01.

Where defects of heating, electrical or other apparatus in minimum rated risks are reported by the New York Board of Fire Underwriters, **a specific rate** based upon the addition to the minimum rate of at least 33⅓ per cent **shall be made therefor;** such specific rate to stand until a Certificate from the Board that such defects have been corrected is presented to the Manager, when such rate may be withdrawn. Circ. 201-1-9-01.

Where a dagger (†) is prefixed a deduction of 5 cents is allowable for sole occupancy.

The star (*) prefixed to certain stocks concerns the computation of the building rate. This star must not be confounded with the star in Classes of Hazards as issued by the New York Board of Fire Underwriters.

Academies. Building	25
Contents	40
†Acids—nitric, muriatic and sulphuric	1 00
†Agents' Stocks, shipping, No fibre	75
With fibre	1 50
†Agricultural Implements, excluding seeds	60
†Alcohol	1 00
†Aniline dyes	75
Animals (Pet) and Birds	2 00
Furniture and Fixtures	1 00
†Antimony	25
Antimony if written specific, and with 100 per cent Average Clause as follows:—	
In Private Storage Stores	25
In fibre stores 30 per cent discount from established storage rates. On piers, 30 per cent discount from contents rate of pier.	
When Antimony is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical List.	
†Apothecary	75
Armories. Building	40
Contents	75
*†Art Goods and Pictures	1 25
*†Artificial Flowers	1 50
†Artificial Limbs, Trusses	1 00
†Artists' and Photo. Supplies	1 25
Artists' Studios, except in buildings occupied solely as dwellings	1 25
All contents of a studio must be written at the studio rate. Household furniture in studios may not be written at a lower rate.	
Asylums. Building	25
Contents	40
†Auction Goods, general	1 25
†Auction Goods, package	75
Automobiles and (or) similar vehicles propelled by the use of gasolene, naphtha or other volatile hydro-carbon oils. Privilege to keep may be granted as follows, subject to the charges named.	
Privilege to keep not exceeding one such vehicle in a private stable with warranty to keep gasolene and fill tanks in accordance with the requirements of the New York Board of Fire Underwriters	10c. per $100

Privilege to keep not exceeding three such vehicles in a private stable, or in a building not occupied for mercantile or manufacturing purposes, with warranty to keep gasolene and fill tanks in accordance with the requirements of the New York Board of Fire Underwriters . . . . . 25c. per $100.

Each vehicle in excess of three, with warranty as above, five cents additional, not exceeding a total charge of . . . . . $1.00 per $100.

Privilege to house not exceeding one such vehicle in a building occupied for mercantile or manufacturing purposes, with warranty that no filling of tanks or storage of gasolene shall be allowed on the premises 25c per $100.

The above charges are annual charges, and must be increased on term policies in the same ratio as other term rates.

Privilege to house such vehicles with warranty that no filling of tanks or storage of gasolene other than what may be contained in the fuel tanks of the vehicles themselves, may be granted on policies covering in private stables, or in buildings not occupied for mercantile or manufacturing purposes, at one-half the charges provided for above.

Privilege to keep automobiles in a livery stable is subject to charges required above "in a building not occupied for mercantile or manufacturing purposes."

In cases where more than five vehicles are kept, a specific rate will be made by the Manager's Office if requested.

Circ. 935-11-13-07.

A private family garage is a building, or portion of a building, in which one or more automobiles carrying volatile inflammable liquid are kept for the private family use of their owner, and where automobiles are not kept for sale, for rental, for exhibition, or for demonstration purposes. It shall be rated under same general minimum as private stables, and privilege for keeping automobiles therein shall be charged for at same rates as in private stables. It shall be classed as a Branch Office risk, and so stated on card if specifically rated.

A private business garage is a building, or portion of a building, in which one or more automobiles carrying volatile inflammable liquid are kept for use solely in the business of their owner, and where automobiles are not kept for sale, for rental, for exhibition, or for demonstration purposes. It shall be rated under same general minimum as private business stables, and privilege for keeping automobiles therein shall be charged for at same rates as in private stables. It shall be classed as a Branch Office risk if occupied by parties who are engaged in such a class of business as may be written at Branch Offices, and if specifically rated such classification shall be stated on rate card.

Circ. 917-9-12-07.

Automobile Supplies, Stock of	1 00
†Awnings or Flags	75
Baby Carriages, Stock of	1 00
†Bags and Trunks	75
Bakeries, Commission, with no baking or cooking	60
†Bakeries, retail	75
Bakeries, Steam, Bread or Pie	1 25
Bakeries, Steam, Cracker	1 75
Banks—see Offices.	
†Barbers or Hair Dressers	75
†Barbers' Supplies	1 00
†Baskets	1 25
Baths—see Floating Baths.	
†Bedding, without feather steaming	1 50
†Beer and Liquor Saloons	60
†Belting and Hose, rubber exclusively	50
†Bicycles and Bicycle Supplies	75
†Billiard Rooms	50
Birds and Pet Animals	2 00
Blacksmiths or Horseshoers—see Horseshoers or Blacksmiths.	
Blank Book Factories, Machinery	1 00
Other Contents	1 50
†Blinds, Doors or Sashes	1 00
†Block Tin	25
Block Tin if written specific and with 100 per cent Average Clause as follows:—	
In private Storage Stores	25
In fibre stores, 30 per cent discount from established storage rates.	
On piers, 30 per cent discount from contents rate of pier.	
When Block Tin is contained in non-fibre listed storage stores, it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical List.	
When Block Tin is contained in non-fibre listed storage store not rated under the Mercantile Schedule, the rate therefor shall be that of other contents less 30 per cent.	
Blowers, ornamental glass	1 50
Boathouses, Building and Contents	3 00
†Bone and Ivory Goods	75
Bookbinders—Machinery	1 00
Other Contents	1 50
†Books, general stock, sales, publishers and stationers	75
*†Books, religious, with religious ornaments	1 00
†Boots and Shoes	50
Boot Black Establishments	50
(This does not apply to Boot Black stands outside of buildings.) Circ. 917-9-11-07.	
Bottling	75
†Bowling Alleys	75

†Brass in Pigs 25

Brass in Pigs—if written specific and with 100 per cent Average Clause as follows:—

In Private Storage Stores, 25 cents.

In fibre stores, 30 per cent discount from established storage rates.

On piers, 30 per cent discount from contents rate of pier.

When Brass in Pigs is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical list.

When Brass in Pigs is contained in a listed non-fibre storage store not rated under the Mercantile Schedule, the rate therefor shall be that of other contents less 30 per cent.

†Brass—sheet, bar or rod 40

†Brass Goods, in packages 50

†Brass Goods, open 75

Bread and Pie Bakeries, Steam 1 25

Breweries, frame, Building 1 25

Contents 1 25

Brick building 75

Contents 1 00

Breweries, Storage, Cooling, or Ice Houses of same when entirely cut off:—

Contents 50

Buildings 30

Brewers' Floaters (see Floating Policies).

†Brewers' Supplies 75

†Bric-a-brac 1 25

†Britannia Ware 50

†Brokers Samples, Cotton (exceeding 250 pounds) . . 1 50

†Bronzes 50

†Broom Corn 1 50

†Brushes 75

Building Materials—Cement, Hair, Lime, Lath, Brick, Second-hand Lumber and Plaster 1 50

Buildings in course of construction, see pages 49-52.

Buildings Unoccupied (not to include buildings in course of construction or dwellings) 50

Bulkheads, next water front, unless specifically rated, class same as piers or wharves, open or covered.

†Butter 50

†Buttons 75

†Cabinet Makers' Supplies 75

†Cabinet Ware, sales only, no privilege for work . . . 1 25

Privilege to varnish, oil and upholster 1 75

Candy Factories, steam power, Contents 2 00

Buildings 1 50

†Candy and Confectionery stocks, retail (no mfg.) . . 60

*†Candy stocks—retail (manufacturing) 75

†Cane Stocks 75

†Canned Goods	75
†Caps or Hats	75
†Carpets, Oil Cloth, Matting or Linoleum	50
†Carriage Trimmings	75
Carriages, privilege to varnish and upholster	2 00
†Carriages and Sleighs	75
Car Stables (Horse) building and contents	1 50
†Caskets or Coffins (see Coffins or Caskets).	
†Cassimeres and Cloths	40
Cattle, live	75
†Chamois Leather and Sponges	75
†Chandlery, Ship	1 50
†Cheese	50
†Chemicals and (or) Drugs. See Drugs and (or) Chemicals.	
†China, Crockery and Glassware, in packages and open	1 00
*†Chinese, Japanese and Oriental Goods	1 25
Churches, warranty to be heated by steam:—	
Brick: Building	40
Furniture	50
Organ	75
Frame: Building	60
Furniture	60
Organ	1 00
If heated by furnaces or stoves, add 25 per cent. (Exchange form must be used.)	
*†Church ornaments	1 00
†Cigars	75
Cigar Factories	1 50
Stock and fixtures in buildings occupied by tenants as dwellings and for the manufacture of cigars, commonly called tenement house cigar factories (see also page 56)	75
Cigarette and Tobacco Factories	2 00
Cleaning and Dyeing	2 00
†Clocks	50
†Clothing and Cloaks	1 00
†Clothing Floater—See Floating Policies.	
Clothing Manufacturing—Buildings occupied for manufacture of clothing and not specifically rated take the minimum rate for "sweat shops," viz, 4.00 on brick and 5.00 on frame, and they must be written at those rates unless specific rates are asked for and made.	
*†Cloth Patterns	1 00
†Cloths and Cassimeres	40
†Cloths with Tailors' Trimmings	75
Club Houses. Building	25
Contents	40
Coal Pockets and (or) Coal Yards, office, stable and sheds, with a warranty (as below) that no Bituminous or Soft Coal will be carried in stock or stored on the premises	75

"As a part of the consideration for which this policy is issued, it is hereby made a warranty by the insured that no Soft or Bituminous Coal will be carried in stock or stored in the above described premises during the term of this policy."

Same with warranty (as below) 1 00

"As a part of the consideration for which this policy is issued, it is hereby made a warranty by the insured that the value of Soft Coal carried in stock or storage on premises shall not at any time exceed eight per cent (8%) of the total amount of insurance carried on the entire stock."

Same without warranty as to Soft Coal 1 75

Coal Trestle on a Pier—rate of Pier.

†Coffee, Spices and Teas, wholesale or retail, including sample stocks 60

†Coffins and Caskets 1 00

†Coffins and Caskets with warranty for no woodworking or varnishing 60

Cold Storage Stores:

All contents, including machinery 1 00

Building 40

Cold Storage in Listed Storage Stores 60

Colleges. Building 25

Contents 40

Commissions and Profits, see pages 56, 57.

Common Carriers, see pages 104-106.

*†Confectioners Supplies 1 00

*†Confectionery—other than retail candy stocks . . . 1 00

(See Candy stocks—retail.)

Contractors' or Builders' Tools, Implements, etc., while in tool house in front of, or adjoining, or within a building in course of construction 1 00

Convents. Building 25

Contents 40

Cooperage (stocks only) 1 00

†Copper in Ingots, Cakes and Bars 25

Copper in Ingots, Cakes and Bars, if written specific and with 100 per cent Average Clause as follows:—

In Private Storage Stores, 25 cents.

In fibre stores, 30 per cent discount from established storage rates.

On piers, 30 per cent discount from contents rate of pier.

When Copper in Ingots is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical List.

When Copper in ingots, cakes and bars is contained in a listed non-fibre storage store not rated under the Mercantile Schedule the rate therefor shall be that of other contents less 30 per cent.

†Cordage	75
†Cork and Corkwood	75
Cornice Makers	1 00
†Corsets	75
*†Costumes or Theatrical Goods	1 50
†Cotton and Wool Yarns	50
†Cotton Bats and Wadding	1 25
†Cotton Brokers Samples (exceeding 250 lbs.)	1 50
Cotton Seed Oil	1 00
†Country Produce	50
Covered Piers and Wharves (see Wharves and Piers).	
Cracker Bakery, Steam	1 75
†Crockery, China and Glassware, in packages and open	1 00
Crude Rubber	25
Crude Rubber—if written specific and with 100 per cent Average Clause as follows:—	
In Private Storage Stores	25
In fibre stores, 30 per cent discount from established storage rates.	
On piers, 30 per cent discount from contents rate of pier.	
When Crude Rubber is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical List.	
When Crude Rubber is contained in a listed non-fibre storage store not rated under the Mercantile Schedule the rate therefor shall be that of other contents less 30 per cent.	
*†Curios	1 25
†Curled Hair	75
†Curtains, Laces and Embroideries	75
Custom Duties paid or to be paid to United States Government on merchandise—same rate as stock.	
†Cutlery, Surgical Instruments and Optical Goods	1 00
*†Decorations and Paper Hangings	1 25
†Delicatessen	60
†Dental Materials	75
Dentists' and (or) Physicians' tools, materials and apparatus, when written specifically and when located in dwellings or in buildings occupied as stores on the first floor with exclusively dwellings above, and so warranted in policy	50
Where the assured makes his home on the premises, dental tools or physicians' implements may be written at same rate as household furniture (no change in warranty for dwellings or store with exclusively dwellings above being required), but when such dentist or physician rents an office in a building apart from his home such risk shall be considered business occupancy, and written at the minimum named above or at specific rate obtained from the Exchange.	

Diamonds unset, covering specifically while in fireproof safes, 20 cents, subject to no deduction except 10 per cent for 100 per cent Average Clause (applies to no other precious stones).

†Dining Rooms 75

†Doors, Sash or Blinds 1 00

Dredges, steam 1 50

†Dressmakers 80

Where dressmaking is carried on with not more than five hands in living apartments of buildings otherwise occupied exclusively as dwellings and (or) as stores with exclusively dwellings above grade floors, such limited occupancy shall not affect the rate, providing there is no salesroom in connection with the business named; and the usual commission payable upon dwellings or stores with exclusively dwellings above may be allowed upon policies covering such limited occupancy.

†Dress Trimmings 75

†Dried Fruit 60

Druggists, retail. See Apothecaries 75

†Druggists' Sundries 1 00

†Drugs, dry 1 00

†Drugs and (or) Chemicals, wholesale, with warranty that fulminates of silver or mercury, ethers, sweet spirits of nitre, nitro-benzole, methylic alcohol, bi-sulphide of carbon, metallic potassium, metallic sodium, quicklime, phosphorus, bi-chloride of tin, saltpetre, nitrate of potash, nitrate of soda, nitrate of ammonia, chlorate of potash, and other chlorates, will not be stored on premises 1 50

With warranty that same are stored in vault under sidewalk, cut off with approved doors 1 75

Without any warranty 2 50

†Dry Colors, Paints and Varnishes 1 50

Dry Docks, structure and contents 1 00

†Dry Drugs 1 00

†Dry Goods 75

Dwellings (other than in Long Island City), with warranty that building is occupied exclusively for dwelling purposes by not more than two families.

Brick, Stone or Iron:—

Building 10

Household Furniture 16

Frame or brick filled, or brick and stucco:—

Building 16

Household Furniture 20

The Manager is authorized to specifically rate any dwelling house of fireproof construction upon survey and satisfactory proof that the construction is of fireproof character, the rate to be 60 per cent of the minimum rate for a brick, stone, or iron dwelling of non-fireproof construction, but no member shall make an

allowance at the counter for fireproof construction of a dwelling.

The Manager is authorized, when specifically rating private dwellings of fireproof construction, to make an allowance of 25 per cent on contents thereof; but no allowance for fireproof construction is to be made at the counter. Circ. 1087, 6-9-09.

Flat Houses (other than Long Island City), with warranty that building is occupied exclusively for dwelling purposes.

Brick	15
Household Furniture	20
Frame	20
Household Furniture	24

A Flat is defined as a building occupied by more than two families.

Outbuildings and their contents on the same lot with dwelling if written under the following form:—

"On.....building, located on the same lot with dwelling. Privilege to be occupied for storage of garden tools, implements, family supplies and household goods, the property of the occupant of said dwelling."

Brick, Stone or Iron:—

Building	20
Contents	26
Frame or brick filled:—	
Building	32
Contents	32

If outbuildings located on same lot with dwelling occupied for storage of garden tools, implements, family supplies and (or) household goods, are **written along with dwelling,** the policy becomes a blanket subject to 100 per cent Average Clause without any deduction therefor, and the rate for Outbuildings must apply to entire item.

Outbuildings occupied for the storage of garden tools, implements, family supplies, and household goods, located on the same lot as dwelling, may not be written at same rates as dwellings or stores and dwellings; but must be written under a specific item, and at the rates named therefor in general minimum rates.

Dwellings with Stores on grade Floor and Basement; see Stores and Dwellings.

Dyeing and Cleaning	2 00
Dyeing and Cleaning Receiving Stations, with warranty that no dyeing or cleaning will be done on the premises	75
†Dyewoods and Dyestuffs	75
†Eggs	50
†Electric and Gas Fixtures	80
†Electrical supplies and apparatus, stocks of	80
Elevators, Grain (public), building and contents	2 50

†Embroideries, Curtains and Laces 75
Envelope Factories:—
Machinery 1 00
Stock 1 50
†Essential Oils 1 00
Fancy Goods 1 50
*†Feathers, Raw, except ostrich 1 50
Raw Ostrich 50
†Feed Stores, if warranted that hay and straw shall not be kept on the premises 60
(If no warranty, take rate for "Hay and Straw" on page 135.)
Farm Barns and (or) Stables, must take the rate of "All other stables" as given on pages 143 and 144 of Hand Book, viz—
Brick, contents 1 00
Brick and frame building and contents 1 25
Frame building and contents 1 50
Ferry Boats, plying on regular ferries between the Cities of New York, Brooklyn, Long Island City, Jersey City, Hoboken, Weehawken and Staten Island:—
Steel or Iron Hull 50
Wood Hull 75
Subject to 80 per cent Average Clause.
Ferry Houses 1 25
†Fertilizers 60
Fireworks. Privilege to keep fireworks must be charged for additional to rate of original policy at the short rate of 2 50
The minimum charge shall be that for a term of one month.
The 2.50 rate for fireworks privilege must be charged on building as well as contents. Also no deduction may be made from this rate for 100 per cent Average Clause, sole occupancy, automatic sprinklers or alarm. Also no charge less than that for one month, viz., 50 cents, may be made. No charge need be made for the sale of only firecrackers or torpedoes, but there must in such case be a stipulation that no fireworks are to be kept or sold.
The charge of 50 cents per month for privilege to keep Fireworks must be increased 25 per cent when such privilege is granted on policies covering in frame buildings.
†Fish 50
†Fishing and Fowling Tackle 75
Fixtures and Furniture rate same as contents, and subject to same deductions as contents policy.
†Flags or Awnings 75
Flats, see Dwellings, etc.
Floating Baths (public), building and contents . . . 1 25
Floating Policies—(merchandise).

No. 1, Ordinary excess floater, excluding cotton . .	1 25
" 2, " limited floater, excluding cotton . .	1 25
" 3, " excess cotton floater	2 50
" 4, " limited cotton floater	2 50
No. 5, Broad excess floater, excluding cotton . . .	2 50
" 6, " limited floater, excluding cotton . .	2 50
" 7, " excess cotton floater	2 50
" 8, " limited cotton floater	2 50
Automatic Fire Alarm Service, on wiring, thermostats, connections, indicator boxes and all other property incidental to the Automatic Fire Alarm Service, including cost of labor of installing the equipment, contained in any building in the Boroughs of Manhattan and Brooklyn. Liability limited to not more than $500 in any one building. Rate 1.25. Subject to Full Average Clause without 5 per cent waiver.	
Brewery interest as owner or chattel mortgagee in saloon furniture and fixtures while contained in buildings located within the territory of this Exchange (except New Jersey), with 100 per cent Average Clause and without the 5 per cent waiver . . .	1 25
Clothing in process of manufacture in dwellings, or in dwellings in buildings occupied as stores with warranty for exclusively dwellings above the grade floor, with 100 per cent Average Clause, and without 5 per cent waiver	2 00
Household Furniture Floaters covering in dwellings and (or) stores with exclusively dwellings above the grade floor, and so warranted in policies (with 100 per cent Average Clause and without the 5 per cent waiver)	1 00
Housefurnishings, wall and ceiling decorations, wall papers and wall coverings, ladders, scaffolding, lumber, painters' and decorators' supplies, and all tools, implements and utensils used in the business of assured as house-furnishers and decorators, all while contained in any brick or frame building occupied for dwelling purposes only, and so warranted in policies, situate anywhere in the Borough of Manhattan, in the Borough of Brooklyn, in that portion of the Borough of Queens known as Long Island City, and in that portion of the Borough of the Bronx west of the Bronx River, all in Greater New York (with 100 per cent Average and without the 5 per cent waiver)	1 00
Manufacturing Floater must be written under the tariff form and rate (see pages 115 and 116).	
Neckwear Floaters covering in dwellings and (or) stores with exclusively dwellings above grade floor and so warranted in policies (with 100 per cent Average Clause and without the 5 per cent waiver) . .	2 00
Piano Forte Floaters covering in dwellings and (or) stores with exclusively dwellings above grade floor	

and so warranted in policies (with 100 per cent Average Clause and without the 5 per cent waiver) . .	1 00
Printers Floaters	4 00
Soda Fountains and all appurtenances and connections while contained in (or) on the premises or in front of any building in the City of New York, with 100 per cent Average Clause and without 5 per cent waiver	1 25
It being understood that wherever this insurance may cover not more than 10 per cent amounting to $..... shall apply or cover in or in front of any building.	
Soda Water Fountains and Apparatus in connection therewith, contained in any building occupied as store with exclusively dwellings above the grade floor and so warranted in policies (with 100 per cent Average Clause and without the 5 per cent waiver) . .	1 00
Tackle gear and appurtenances pertaining to a stevedore's business while in transitu in or on any of the streets, yards, wharves, piers and bulkheads in the territory of this Exchange (except New Jersey), and while afloat in transitu in the Ports thereof. (For conditions of Average Clause and exceptions named, see form as printed on Circular No. 159.) Rate .	1 75
Tanks for Soda Water and Similar Liquids, valued at $25.00 each, while contained in any building occupied as a store with dwellings only above grade floor, in the territory of the Exchange (except New Jersey), with 100 per cent Average Clause and without the 5 per cent waiver	25
Typewriter machines in buildings occupied exclusively for dwellings and (or) stores with exclusively dwellings above grade floor and (or) exclusively office purposes and so warranted in policies, with 100 per cent Average Clause and without the 5 per cent waiver	1 00
Tourists Floater, net. Circ. 1098, 7-14-09.	2 00
Any other form of floater desired covering merchandise or other kinds of personal property not less than	3 00
†Flooring, Parquetry	1 25
*†Florists' Stock	1 50
Furniture and Fixtures	75
Flouring or Feed Mills, steam, buildings and contents .	3 00
†Flour and Feed Stores, retail. (If warranted that hay and straw shall not be kept on the premises.) . . .	60
If no warranty, take rate for Hay and Straw, page 135.	
†Flour Warehouses, wholesale stocks	40
Foundries and Machine Shops:—	
Brick, buildings and contents	1 00
Frame, or brick and frame, Building	2 00
Contents	2 00
†Fowling and Fishing Tackle	75
*†Fruit (other than dried Fruit)	1 00

†Fruit, dried	60
Furniture, Household. See Household Furniture.	
Furniture and Fixtures rate same as contents, and subject to same deductions as contents policy.	
†Furniture Salesroom, without privilege to work	1 25
With privilege to varnish, oil and upholster	1 75
Furniture Storage. Building	1 00
Contents	1 50
†Furs, dressed or finished	1 00
†Furs, undressed	75
*†Games or Toys	1 25
†Gasfitters and Plumbers	75
Gas Houses or Gas Works, Gas Tanks and all other property, including buildings and machinery and other contents	75
†Gas Fixtures	80
†Gents' Furnishing Goods	75
Glass Blowers, Ornamental	1 50
†Glass, Plate or Window, in boxes or unpacked	75
†Glassware, Crockery and China, in packages and open	1 00
†Glaziers and Painters	1 50
*†Gloves	1 00
†Glue and Sandpaper	75
Gold and Silver Beaters	75
Goods in fireproof safes (see page 142).	
Graded Grain, in series of stores	1 25
I. P. Grain, when in two or more stores	75
Grain Elevators, building and contents, public	2 50
Grain Warehouses, with elevators attached (Transfer Elevators)	1 25
*Graphophones and Graphophone Records	1 25
Greenhouses (strictly private, if detached).	
Building and Heating Apparatus	75
Contents	2 00
Greenhouses. Building	1 50
Contents	2 00
†Groceries or Grocers' Supplies	50
†Guano	60
†Gunny Bags	50
†Guns	75
†Gunsmiths	75
†Hair Dressers or Barbers	75
*†Hair, Human	1 00
†Hardware or Locks	75
Hardwood, Mahogany, Staves and Timber Yards	45
†Harness or Saddlery	75
†Hats or Caps	75
†Hay and Straw, bundles and bales	2 00
†Herbs and Roots	75
†Hides and Leather:—	
Belting Leather, Hides, Kips, Rough Leather and sole Leather	25

Grain Leather, Harness Leather, Split Leather, Tanned Calf Skins and Upper Leather made from Hides . 40
Fancy Leather and Morocco, General Shoe Finding Stock, Tanned Kids, Tanned Sheep Skins, General Stock of Fancy Skins for Tanning, Untanned Calf, Goat and (or) Sheep Skins, Kangaroo Skins . . 75
†Hollowware (metal pots, etc.) 60
Homes. Building 25
Contents 40
†Hops 1 00
†Horn Goods 75
Hospitals. Building 25
Contents 40
Horse Car Stables, building and contents 1 50
Horseshoers or Blacksmiths:—
Brick. Contents 1 00
Frame, or brick and frame, Building and contents . 1 50
Horseshoers or Blacksmiths (except as below), hand power, with no wood working 75
Horseshoers or Blacksmiths, hand power, with no wood working, occupying one floor only, namely: grade floor or basement, with only dwellings above grade floor 50
†Hose and Rubber Belting, rubber exclusively . . . 50
†Hosiery, Notions and White Goods 75
†House Furnishing Goods 1 00
Household Furniture, 50 per cent of the highest contents.
House Furnishings, wall and ceiling decorations (floater), see Floating Policies, page 133.
†House Trimmings, Doors, Sashes or Blinds . . . 1 00
*†Human Hair 1 00
†Instruments, scientific or mathematical 1 00
†Iron in Pigs 25
Iron in Pigs, if written specific and with 100 per cent Average Clause as follows:—
In Private Storage Stores, 25 cents.
In fibre stores, 30 per cent discount from established storage rates.
On Piers, 30 per cent discount from contents rate of pier.
When Iron in Pigs is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate or charge named therefor in the Alphabetical List.
When Iron in Pigs is contained in a listed non-fibre storage store not rated under the Mercantile Schedule the rate therefor shall be that of other contents less 30 per cent.
†Iron, in sheet, wire, hoop, bar, bolts or rod . . . 40
†Ivory and Bone Goods 75
*†Japanese, Chinese and Oriental Goods 1 25
†Jewelers or Machinists Tools or Supplies 75

†Jewelry, including watches, clocks and bronzes, out of safes	50
In fireproof safes (excepting watches and watch movements)	35
Jewelry, including watches and watch movements, in approved fireproof safes, with 100 per cent Average Clause	35
Jewelry, including watches and watch movements, in approved fireproof safes, with 80 per cent Average Clause	45
Jewelry or Silverware Manufacturing (rates whole building)	60
Jewelry or Silverware in fireproof safes where manufacturing is done, with 100 per cent Average Clause	30
†Junk Stores, no rags and waste	2 00
*†Kid Gloves	1 00
†Knit Goods	75
†Labels	1 00
†Laces, Embroideries and Curtains	75
Ladies', Infants' and Children's Furnishings	1 25
†Ladies' Tailors	80
Ladies' Waists	1 25
†Lamp Stores	1 00
Laundries, steam	2 00
Laundries, hand	1 00
Laundry Receiving Stations, with warranty that no laundry work will be done on the premises	75
†Lead in Pigs	25

Lead in Pigs, if written specific and with 100 per cent Average Clause as follows:—

In Private Storage Stores, 25 cents.

In fibre stores, 30 per cent discount from established storage rates. On Piers, 30 per cent discount from contents rate of pier.

When Lead in Pigs is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical List.

When Lead in Pigs is contained in a listed non-fibre storage store not rated under the Mercantile Schedule the rate therefor shall be that of other contents less 30 per cent.

†Leather (see Hides and Leather).	
†Leather Bags, Pocket Books or Trunks	75
†Libraries (Public)	60
†Linoleum, Carpets, Oil Cloth or Matting	50
†Liquor and Beer Saloons	60
†Liquors or Wines, with or without privilege to bottle or pack	60
Lithographers and Printers, foot and hand power	1 00
Steam Power	1 75

If warranty is made against use of benzine and other products of petroleum, 25 per cent may be deducted (except from specific rates).

Live Cattle	75
†Locks or Hardware	75
†Locksmith	75
*†Lodge Regalia and Furniture	1 00
Lodging Houses:—	
All contents of any building occupied either wholly or in part for such purposes, not less than	75
Building	45
*†Looking Glass, Picture Frame or Moulding	1 25
Lumber Yards and Sheds, buildings and contents.	
Soft Wood	80
Hard Wood	45
Logs, Timber, Staves, Mahogany	45
Macaroni, Vermicelli and Noodles	1 00
Machine Shops and Foundries:—	
Brick, buildings and contents	1 00
Frame, or brick and frame, Building	2 00
Contents	2 00
†Machinists or Jewelers Tools and Supplies	75
Mahogany, Hardwood and Staves	45
†Malt	75
Malt Houses:—	
Frame, or brick and frame, Building	1 25
Contents	1 50
Brick, Building	75
Contents	1 00
Manufacturing Jeweler	60

Manufacturing Risks. Steam power unless specifically rated or stated, 2.00, and other contents of less hazard not less than 1.50.

Steam power shall include all risks using any motive power, whether steam, electricity, hot air, gas or oil, to operate machinery.

Hand power shall include all manufacturing risks where motive power or shafting is not used to operate machinery.

†Marble	60
†Market Houses, brick	1 00
†Markets, Retail, Meat	50
†Marquetry	1 25
†Matches	1 25
†Mathematical or other Scientific Instruments	1 00
†Matting	50
†Meat Markets, retail	50

Mechanic's Privilege. See page 67.

†Medicines, Patent	75
†Merchant Tailors	60
†Mercury in Flasks	25

Mercury in Flasks, if written specific and with 100 per cent Average Clause as follows:—

In Private Storage Stores, 25 cents.
In non-fibre stores, 25 cents.
In fibre stores, 30 per cent discount from established storage rates.
On piers, 30 per cent discount from contents rate of pier.
When Mercury in Flasks is contained in non-fibre listed storage stores it shall be written at proper addition to Base Rate of charge named therefor in the Alphabetical List.
When Mercury in Flasks is contained in a listed non-fibre storage store not rated under the Mercantile Schedule the rate therefor shall be that of other contents less 30 per cent.

†Metals, in pig, bar and rod (applies to iron when in pig only)	25
*†Military Goods	1 50
*†Milliners or Millinery Goods	1 25
Where making of millinery is carried on with not more than five hands in living apartments of a building otherwise occupied exclusively as dwellings and (or) stores with exclusively dwellings above grade floor, such limited occupancy shall not affect the rate, providing there is no salesroom in connection with the business named; and the usual commission payable upon dwellings or stores with exclusively dwellings above may be allowed upon policies covering such limited occupancy.	
†Mineral Waters	50
†Mouldings	1 25
*†Musical Instruments and Printed Music	1 25
†Nails	75
†Naval Stores	1 50
Neckwear	75
Neckwear Floaters, see Floaters, page 133.	
†Nitrate Soda	1 00
†Notions, White Goods and Hosiery	75
Office Buildings, ordinary, Contents	40
Building	20
Office Buildings, libraries, furniture and fixtures in fire-proof buildings, occupied solely above grade floor for office purposes	20
Office furniture and fixtures in building occupied as Offices on grade floor with exclusively dwellings above	40
†Oil and Petroleum Stores	2 50
†Oil Cloth	50
†Oiled Clothing	1 50
Oils, Cotton Seed	1 00
†Oils, Petroleum, Illuminating	2 50
Lubricating, Fish and Vegetable	1 00
Essential	1 00
Olive Oil	1 00
*†Optical Goods	1 00

*†Organs	1 25
*†Oriental, Japanese and Chinese Goods	1 25
Ornamental Glass Blowers	1 50
*†Ornaments, Books or Supplies (church or religious)	1 00
†Ostrich Feathers, Raw	50
Oyster Barges, if moored to bulkhead or pier	1 25
†Paint and Varnish stocks	1 50
†Painters and Glaziers	1 50
*†Paintings for Exhibition, value expressed	1 00
Paper Box Factories:—	
Machinery and Fixtures	1 25
Stock	1 75
†Paper, in packages only	60
†Paper, Paper Bags and Twine	1 00
Paper Hanging Factories, Contents	2 00
Building	1 50
*†Paper Hanging and Decorations	1 25
Paper, Waste, see Rags.	
†Parasols and Umbrellas	75
†Parquetry Flooring	1 25
†Patent Medicines	75
*†Patterns, cloth or paper	1 00
*†Pawnbrokers Stock	1 00
Pawnbrokers Stock in approved Fireproof Safes, with 100 per cent Average Clause	40
With 80 per cent Average Clause	50
†Pawnbrokers Right and Interest out of safes	60
Pawnbrokers Right and Interest in fireproof safes	
With 80 per cent Average Clause	30
With Full Average Clause	25
See Page 116 for form of policy.	
†Perfumery and Soaps	75
Phonographs and Phonograph Records	1 25
*†Photo and Artists Supplies	1 25
†Photographic Galleries	1 50
Physicians and (or) Dentists tools, materials and apparatus, when written specifically and when located in dwellings or in buildings occupied as stores on the first floor with exclusively dwellings above, and so warranted in policy	50
Where the insured makes his home on the premises, dental tools or physicians implements may be written at same rate as household furniture (no change in warranty for dwellings or store with exclusively dwellings above being required), but when such dentist or physician rents an office in a building apart from his home such risk shall be considered business occupancy, and written at the minimum named in Hand Book or at specific rate obtained from the Exchange.	
*†Pianos	1 25
Piano Forte Floaters, see Floaters, page 133.	
†Piano Makers Supplies	1 00

Picnic Grounds	2 00
*†Picture Frames	1 25
*†Pictures, Prints and Art Goods	1 25
Pie and Bread Bakers, steam	1 25
Piers and Wharves, and pier or wharf buildings	1 25
Pier Structures, namely, uncovered pier structures or open wharves	60
Piers, contents, see Wharves.	
Piers in course of construction	1 00
Rates on Piers in course of construction are not subject to any of the advances voted May 4, 1906, as set forth on Circular No. 818 revised. Circ. 876, R. C. 1-18-07.	
Pile Drivers, Floating	1 00
†Plate and Window Glass (in boxes or unpacked)	75
†Plumbers and Gas Fitters	75
†Plumbers Supplies	75
†Plushes and Velvets	75
†Pocket Books	75
*†Printed Music	1 25
Printers and Lithographers, foot and hand power	1 00
Steam Power	1 75
Printer by Power, with no cylinder press, occupying one floor of a building only, namely, grade floor or basement, with only dwellings above grade floor	1 25
If warranty is made against use of benzine and other products of petroleum, 25 cents may be deducted (except from specific rates).	
†Produce, Country	50
†Provisions, Salted	50
Provision establishments (except Smoke Houses)	1 00
Provision establishments (Smoke Houses)	1 75
†Publishers, Booksellers and Stationers	75
Rags, waste and waste paper (privilege to sort)	3 00
*†Raw Feathers except Ostrich	1 50
†Raw Ostrich Feathers	50
†Raw Silk	40
†Restaurants	75
Riding Academies, see Stables.	
†Rigging Lofts and Sail Makers, with privilege to heat wax and pitch	1 50
With warranty not to heat wax or pitch	60
Rolling Mills, brick, Building and Contents	1 00
Frame or brick and frame, Building	2 00
Contents	2 00
†Roots and Herbs	75
†Rope and Twine	75
†Rubber Belting and Hose (exclusive stocks)	50
†Rubber Clothing or Rubber Goods	75
Rubber, Crude, see Crude Rubber.	
†Saddlery or Harness	75

†Safes 35

Goods in approved fireproof safes, with 100 per cent Average Clause, may be written at 30 per cent reduction; and with 80 per cent Average Clause at 10 per cent reduction. The form must specify fireproof safes. The words "iron safes" may not be used.

This allowance may be made only on policies written under General Minimums. If a risk is specifically rated or subject to specific rate, application must be made to the Manager if a reduced rate on goods in fireproof safes therein is desired.

It is a violation to include in a policy covering goods in fireproof safes a condition that such goods are covered while temporarily out of safes unless rate is advanced to that of stock out of safes.

When a card names a rate for "goods in fireproof safes" **policies must be written in that form**, it being a violation to write to cover "in iron safes" or in any other form than that set forth on card, viz: "in fireproof safes."

The rule for Goods in Approved Fireproof Safes applies to jewelry, silverware, or other goods kept in fireproof safes in dwellings, same to be written under a specific item, and having either the 80 per cent or 100 per cent Average Clause attached.

†Sail Makers and Rigging Lofts, with privilege to heat wax and pitch 1 50

With warranty not to heat wax or pitch 60

Saloons (Beer and Liquor) 60

†Salt 50

†Salted Provisions 50

†Saltpeter 1 00

†Samples, Cotton Brokers (exceeding 250 pounds) . . 1 50

†Sandpaper and Glue 75

†Sashes, Doors and Blinds 1 00

†Scales 75

Schoolhouses:—

Building 25

Contents 40

To apply to all day schools with accommodations for exceeding 50 scholars, and to all boarding schools.

Private Schools accommodating 50 scholars or less, with warranty to that effect:—

Building 15

Contents 25

†Scientific Instruments 1 00

†Seeds 1 00

†Segars 75

Seminaries, Building 25

Contents 40

†Sewing Machine Stores 75

†Sewing Silks 75

†Shells 75

†Ship Chandlery	1 50
†Shipping Agents Stocks, no fibre	75
With fibre	1 50
†Shoemakers Supplies or Findings	75
†Shoes and Boots	50
†Shooks and Staves	60
†Shooting Galleries	75
†Silks, Raw	40
†Silks and Satins	75
Silverware, out of safes	50
In fireproof safes	35
Silverware or Jewelry Manufacturing (rates tenants in whole building)	60
Silverware or Jewelry, in fireproof safes where manufacturing is done, with 100 per cent Average Clause	30
Singing Societies, Property of, in rear of saloons	1 00
Slaughterhouses, brick, no rendering	1 50
With rendering	2 50
Frame, no rendering	2 50
With rendering	3 50
†Sleighs and Carriages	75
Smoke Houses, see Provision establishments.	
†Smokers Supplies	75
†Soaps and Perfumery	75
Soda Fountain Floater (see Floating Policies).	
Soda Water Tanks Floater (see Floating Policies).	
†Soda, nitrate	1 00
†Spelter	25
Spelter, if written specific and with 100 per cent Average Clause as follows:—	
In Private Storage Stores, 25 cents.	
In fibre stores, 30 per cent discount from established storage rates.	
On piers, 30 per cent discount from contents rate of pier.	
When Spelter is contained in non-fibre listed storage stores, it shall be written at proper addition to Base Rate of charge named therefor in Alphabetical List.	
When Spelter is contained in a listed non-fibre storage store not rated under the Mercantile Schedule the rate therefor shall be that of other contents less 30 per cent.	
†Spice, only	75
†Spices, Coffee and Teas, wholesale and retail, including sample stocks	60
†Spirits of Turpentine	1 00
†Sponges and Chamois Leather	75
†Sporting Goods	75
Stables:—	
Livery, Sales or Boarding, brick, contents	1 25
Frame, or brick and frame, building and contents	1 75
Stage Stables, building and contents	1 50
Private Family Stables, warranted as such.	

Brick, Stone or Iron. Building	20
Contents	26
Frame or Brick Filled. Building	32
Contents	32
All other Stables: Brick, Contents	1 00
Brick and Frame, building and contents	1 25
Frame, building and contents	1 50
If in writing policies covering in stables, a phrase is used covering vehicles generally, it must be in the following form: "On vehicles of every description, excluding automobiles of all kinds."	
†Stationers, Publishers and Booksellers	75
†Staves, Timber, Hardwood, Mahogany	45
Steam Bakeries, Bread and Pie	1 25
Steam Cracker Bakery	1 75
Steam Dredges	1 50
Steam Manufacturing Risks, unless specifically rated or stated	2 00
Other Contents of less hazard	1 50
†Steel	60
Storage Stores (listed) non-fibre (see page 64).	
Listed, Cotton and Fibre.	
Cotton alone. Building	1 75
Contents	1 75
Fibre other than Cotton, or cotton with same.	
Building	2 25
Contents	2 25
Unlisted, Cotton and Fibre.	
Cotton alone. Building	1 75
Contents	1 75
Fibre other than Cotton, or cotton with same.	
Building	2 25
Contents	2 25
For Furniture, see Furniture Storage.	
Exclusively for grain other than elevators	1 25
Store Furniture and Fixtures, rate same as contents, and subject to same deductions as contents policy.	
Stores and dwellings (other than in Long Island City), warranted for dwelling occupation exclusively above grade floor.	
Brick, Stone or Iron:—	
Building	20
Household Furniture	24
Frame or brick filled:—	
Building	40
Household Furniture	40
Stocks and contents other than household furniture take general minimum rates.	
A one story building occupied for mercantile purposes in front with a dwelling in rear of same, if not specifically rated, may be written at the same minimum rates as would apply to stores with exclusively dwellings above.	

†Stoves	60
†Straw and Hay (bundles and bales)	2 00
†Straw Goods, Wholesale (in packages)	75
*†Retail	1 00
†Sugars and Syrups	50
Sugar Refineries, building and contents	3 00
Sugar Refineries, not in operation and closed for a definite period, building and contents (warranted)	1 50
*†Surgical Instruments	1 00
Sweat Shops (being all classes of such risks occupying the major part of the building).	
Contents	5 00
Building	4 00
†Syrups and Sugars	50
†Tailor, Merchant	60
Tailors work shops, see Sweat Shops.	
†Tailors Trimmings	75
†Tailors Trimmings with Cloths	75
†Tallow	50
*†Taxidermists	1 50
†Teas, Coffees and Spices, wholesale and retail, including sample stocks	60
Tenements, see Dwellings, etc.	
†Terra-Cotta Ware	75
Telegraph and Telephone apparatus, furniture and fixtures, in District Call Stations	60
Telegraph and Telephone Buildings, contents	2 00
Theatres, fireproof, Building	2 00
Contents	3 50
Not fireproof, Building	3 00
Contents	4 00
*†Theatrical Goods	1 50
†Tiles	75
Tin, Block. See Block Tin.	
†Tin Plate	50
Tinsmiths	1 00
†Tobacco	75
Tobacco and Cigarette Factories	2 00
Tobacco Inspection	1 00
*†Toys and Games	1 25
†Trimming Stores	75
†Trunks and Bags	75
†Trusses, Artificial Limbs	1 00
Turkish Baths	75
†Turpentine, Spirits of	1 00
Tug Boats (constructed for towing only), other than ocean-going tugs (Tug Boats which go to sea exclusively for towing scows to dumping grounds, not to be considered as ocean-going tugs)	75
†Twine, Paper and Paper Bags	1 00
†Typewriters	75
Typewriter Floater (see Floating Policies).	

†Umbrellas and Parasols	75
†Undertakers Stocks	1 00
†Undertakers stocks, with warranty for no woodworking or varnishing	60
Unoccupied Buildings (not to include buildings in course of construction or dwellings). (See warranty, page 81)	50
Upholsterers (no mattress manufacturing)	1 50
†Upholsterers Hardware	75
†Upholsterers Supplies	60
†Variety Stores	1 50
†Varnish and Paint Stock	1 50
†Varnish Gums (stocks consisting exclusively of)	50
Vaults under sidewalks, cut off from building by approved fire doors, contents of—in entire Metropolitan District	40
The minimum for Contents of Vaults (40 cents) is limited by the rule (page 54) regarding occupants of specifically rated risks who are not named on the card, viz, that such occupant may not be written at minimum rate, but must be written subject to specific rate with application. Therefore, in case insurance is asked on contents of vaults in a specifically rated risk—such item not being mentioned on the card—members cannot accept it at the 40 cents minimum, but can only do so subject to specific rate, with application for same.	
†Velvet and Plushes	75
†Veneers	1 50
†Wadding and Cotton Bats	1 25
*†Wall Decorations	1 25
Wall Paper Factories, Contents	2 00
Building	1 50
†Waste, rags, and waste paper, privilege to sort	3 00
†Whale Bone	40
Wharf and Pier Risks, contents, covered, warranty against storage of cotton, jute or other fibre	1 00
Open, with same warranty	25
Covered or Open, cotton, warranty against storage of jute, hemp or sisal	1 50
Covered or Open, fibre other than cotton or cotton with same	2 00
Wharves and Piers and pier and wharf buildings	1 25
Wharves, namely, open wharves or uncovered wharf structures	60
†Whip Stocks	75
†White Goods, Hosiery and Notions	75
†Willow or Wooden Ware	1 25
†Window and Plate Glass (in boxes or unpacked)	75
†Window Shade Stores	75
†Wines or Liquors, with or without privilege to bottle or pack	60
†Wire or Wire Goods	1 00
†Wood and Willow Ware	1 25

Wood Workers, hand power (except as below).	
Building	1 00
Contents	1 50
Wood Workers, hand power, occupying one floor only, namely, grade floor or basement, with only dwellings above grade floor	75
Wood Workers, steam power, building and contents . .	2 00
†Wool	40
†Woolens	40
†Yarns, Woolen and Cotton	50